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Roll 51

DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 51

November 5, 1904 - June 29, 1905

THE NATIONAL ARCHIVES

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INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "51 / Shanghai / November 5, 1904 / June 29, 1905 / Department / of State." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between November 5, 1904, and June 29, 1905. The contents are registered on Roll 1 of the microcopy.

The volume is part of a body of records in the National Archives designated as Record Group No. 59, General Records of the Department of State. It is volume 51 of a series generally referred to as Consular Despatches, Shanghai.

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CONSULAR BUREAU DEC 6 1904 DEPARTMENT OF STATE

3rd ASST. SECRETARY. DEC 6 1904

No. xxx

Consulate-General of the United States,

Shanghai, China, November 5th, 1904.

CONSULAR BUREAU. NOTED.

Mr. John Goodnow,

To the Department of State.

CHIEF CLERK. DEC 6 1904 Department of State.

Subject:

Marriages.

Ans'd from Dec 13/04

Abstract of Contents.

Transmitting marriage certificates for

James Winn & Yasuda Noye;

Cornelius N. Roach & Alice Marie N. Hamlyn.

INDEX BUREAU DEC 15 1904 FILED

Shanghai, China, November 9th

John Goodnow,

Marriages.

Transmitting marriage certificates for

James Winn & Vesuda Hoyt;

Cornelius R. Noonan & Alice Maria R. Murphy.

No. xxx

Consulate-General of the United States,

Shanghai, China, November 5th , 1904.

Honorable H. H. D. Pierce,

Third Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith to you certificates of marriage issued to James Winn & Yasuda Noye, and Cornelius Edwan Roach & Alice Marie H. Hamlyn respectively in accordance with the Consular Regulations.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

2 enclosures.

Form No. 87.

CONSULAR BUREAU
NOTED

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA Oct 29th 1914

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that on this twenty-ninth day of October A. D., 1914 at #1335 Broadway in the city of Shanghai China, James Nine, aged 32 years, born in Cleveland, O. and now residing in Shanghai, China, and Yasuda Yoze, aged 21 years born in Yokuna, Japan, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. C. M. Myers, who is authorized by the laws of New York to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this 29th day of Oct, A. D., 1914, and of the Independence of the United States the 139th

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

Form No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED

Consular Office of the United States of America

SHANGHAI, CHINA Nov. 4th 1904

I, John Goodnow, Consul-General of the United States at Shanghai, China, do hereby certify that, on this Fourth day of November A.D., 1904, at St. Joseph Cathedral in the city of Shanghai, Cornelius Edwan Roach, aged 37 years, born in Unionville, Ont. Dominion Canada, and now residing in Shanghai China, and Alice Maine Hamlyn, aged 28 years born in Newchwang, China and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by the Rev. Martin Helmsley S.J. who is authorized by the laws of the Catholic Church, being ordained a priest 17th Sept. 1890. to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this Fourth day of November, A. D., 1904, and of the Independence of the United States the 129th

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

No. 617

CONSULAR BUREAU
DEC
6
1904
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
DEC 6 1904

Consulate-General of the United States,

Shanghai, Nov. 5th, 1904.

Mr. Goodnow

Answered 12/14

To the Department of State.

CHIEF
DEC 6 1904
Department of State.

Subject:

Transfer of 2 Prisoners (Cent) to the ~~from~~ San Quentin prison in California.

Abstract of Contents.

Confirming telegrams.

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DEC 8 1904
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No. 617

Consulate-General of the United States,

Shanghai, Nov. 5th, , 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my No. 583 of May 25th, 1904, and your reply No. 402 of July 18th, 1904, in regard to the prisoner George T. Odlum, tried and convicted in the Consulate of Canton of forgery and other crimes and confined in the Consular jail at Shanghai, and to your No. 410 of Aug. 23rd, 1904, allowing him to be sent to San Quentin Penitentiary;- I have to confirm the following telegrams,

Oct. 27th. "Secstate, Washington. Debrett taking Odlum on Corea leaving Nov. 1st. Desire send same time Joseph Munz convicted manslaughter sentenced eighteen months. Have doctor's certificate. Answer. Goodnow."

and your reply received Oct. 28th.

"Cable condition Munz health, date conviction,"

and my reply

"Munz arrested Oct. 13th; convicted 27th; have same certificate required for Odlum".

and your reply, received Oct. 29th

"DeBrett may bring Munz San Quentin prison if health of prisoner absolutely requires. Issue instructions in accordance with Department's instruction Aug. 23rd".

I was enabled to get Mr. DeBrett to take both men home by paying his passage to San Francisco and $100.00 Gold for services and expenses. Odlum's fare was 20 pounds. The only extra expenses incurred in sending Munz home was his actual fare (20 pounds equaling Mex. $207.97.) I have the same certificate, in effect, for Munz that the Marine Hospital Surgeon gave for Odlum. He expressed himself positively to me that it was necessary to send them both home.

I sent you the account of Munz'z trial on Oct. 28th. I hope for your approval.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

I was enabled to get Mr. Bennett to save both men
home by paying his passage to San Francisco and $100.00
cash for services and expenses. Quinn's fare was $0
pounds. The only extra expense incurred in sending
home [illegible] is medical fare (30 pounds sterling) $207.80. I have the same certificate. It stated, for
that the Marine Hospital Surgeon gave for Quinn.
He expressed himself positively to me that it was
necessary to send them home.

I sent you the account of Quinn's trial on Oct.
[illegible]. I hope for your early reply.

Yours, &c.

Your obedient servant,

Major General.

No. 2

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CONSULAR BUREAU DEC 14 1904 DEPT OF STATE

3rd ASST. SECRETARY. DEC 14 1904

Consulate-General of the United States,

Shanghai Nov 9, 1904.

Mr. Gordon

To the Department of State.

Subject:

Death Cable by Journ Dec 20/04

Frank Forbes
N. Dakota

Abstract of Contents.

Helen Bush.

To Mrs. A. C. Reinsche
Dec 29/04

See letter Dec 22/04 from Mrs Reinsche

INDEX BUREAU DEC 21 1904 FILED

CHIEF CLERK. DEC 14 1904 Department of State.

No. 4

Consulate-General of the United States,

Shanghai, Nov. 9th , 1906.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (form 192) report of death of Helen Berg, who, I am informed, was a daughter of our Consul at Gothenburg, Sweden. He was informed of the death by telegram. An inventory is being made of the effects which will be sent to the father.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
ISSUED AND PUBLISHED

Consular Service, U. S. A.

SHANGHAI, November 9th 1904

Name: Helen Bergh.

Native or naturalized: Native.

Date of death: Nov. 5th 1904.

Place of death: General Hospital.

Cause of death: Embolism after Dysentery.

Disposition of remains: Buried Bubbling Well Road Cemetery.

Local law as to disinterring remains in case it is desired to bring them home: can be done.

Disposition of effects: will be probated.

Address of family: father Robert Bergh, American Consul, Gothenburg, Sweden.

Family notified: father by telegraph.

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page #374 vol viii.

Remarks:

John Goodnow

Consul General of the United States.

[SEAL.]

(Form No. 297)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

No. 618

INDEX BUREAU DEC 17 1904 DEPARTMENT OF STATE

CONSULAR BUREAU DEC 15 1904 DEPARTMENT OF STATE

3rd ASST. SECRETARY. DEC 14 1904

Consulate-General of the United States,

Shanghai Nov. 17, 1904.

Mr. Goodnow

To the Department of State.

Noted in Library. Dec. 20, 04 Wm. H.S.

BUREAU OF ROLLS & LIBRARY 20 DEC 1904 DEPARTMENT OF STATE

Subject:

Transmits a copy of the Chinese - Portuguese Treaty.

Ans by June Jany 6/05

file

Abstract of Contents.

Enclosed -

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CHIEF CLERK. DEC 14 1904 Department of State.

(Mr. Goodnow's No. 618-November 17, 1904)

INTERNATIONAL BUREAU OF THE
AMERICAN REPUBLICS
INTERNATIONAL UNION OF AMERICAN REPUBLICS
WASHINGTON, D. C.

Dear Carr:

If the text of this treaty is published, I think it would add to its value to put in foot notes the comparison with the British, Japanese and United States Treaties of 1902-1903 I have noted in the margins. The important article is Art. IX; it is quite satisfactory to us. So is the missionary article. (Art. XVII) I do not see that it is in any respect more favorable than our treaty.

Bureau Rolls and Library note.

December 20, 1904.

W. W. Rockhill

No. 618

Consulate-General of the United States,

Shanghai, Nov. 17th 1904

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith a copy of the Portuguese-Chinese Commercial Treaty signed Nov. 14th, 1904. This copy has been handed to me by H. E. Castello-Branco, Portuguese Minister and Treaty Commissioner. He could only furnish me one copy. You will note that this Treaty only differs from the English, American, and Japanese Treaties with China in the articles which deal with the especial needs of Macao.

I would also call your attention to article XVLL which is apparently a combination of the Articles in the British and American Treaties regarding Missionaries in China. I have reason to believe however, that a private agreement was made making Article XVLL only valid in case the French Treaty shall contain the same article.

I am, Sir,

Your obedient servant.

John Goodnow

Consul General.

ARTICLE I.

THE Treaty of Amity and Commerce between China and Portugal, dated the 1st December 1887 (17th day, 10th moon, 13th year of Kuang-Hsü), together with the Special Opium Convention attached thereto, continues in force, except in so far as modified by the present Treaty.

ARTICLE II.

Portugal accepts the increase in the import duties stipulated for in Article VI of the Peking Protocol of 7th September 1901. Portugal will enjoy the privileges of the most favoured nation, and in no case shall Portuguese subjects pay higher or lower duties than those paid by the subjects of any other foreign nation.

Article XII of the Treaty of 1st December 1887 is therefore rendered null and void.

ARTICLE III.

The Government of His Most Faithful Majesty agrees to continue as heretofore to co-operate with the Government of his Imperial Chinese Majesty in the collection of the duty and likin on opium exported from Macao to China, and also to co-operate in the repression of smuggling in accordance with the Treaty and Special Opium Convention of 1st December 1887.

In order to render this co-operation effective, it is clearly stipulated that all opium imported into Macao shall on arrival be registered at the special Portuguese Government Bureau provided for this purpose, and the Portuguese Government will take the necessary steps in order to have all this opium stored under its exclusive control in one Depôt, from which it will be removed as required by the demands of trade.

The quantity of opium required for consumption in the territory of Macao will be fixed annually by the Government of Macao in agreement with the Commissioner of the Imperial Maritime Customs referred to in Article II of the above-mentioned Convention, and under no pretext will removal from the Portuguese Government Depôt be permitted of any quantity of opium for local consumption in excess of that fixed by the said Agreement.

Necessary measures will be taken to prevent opium removed from the Depôt for re-export to any port other than a port in China being sent fraudulently into Chinese territory.

The rules for the carrying out of this Article shall be arranged by the two High Contracting Parties.

The Portuguese Government will enact without delay a law providing penalties for infraction of the regulations agreed upon between the two High Contracting Parties.

ARTICLE IV.

Such steps as are necessary for the repression of smuggling in the territory and waters of Macao shall be taken by the local Portuguese Government in concert with the Commissioner of the Kung Pei Kuan Customs, and similar steps in the Chinese territory and waters near Macao shall be taken by the said Commissioner of Customs in concert with the Portuguese Government of Macao. This co-operation is intended to render such steps effective on all points in respect of which co-operation is needed and to avoid at the same time any injury to the sovereign rights of either of the High Contracting Parties.

Special delegates from the local Government of Macao and the Imperial Maritime Customs shall proceed to fix the respective spheres of preventive measures, and shall devise practical means for the repression of smuggling.

ARTICLE V.

With a view to the development of steam traffic between Macao and neighbouring ports in the Kwangtung province, the High Contracting Parties have agreed as follows:—

1. Portuguese steamers desirous of conveying goods or passengers from Macao to any of the Ports of Call and Passenger Stages on the West River enumerated in the Special Article of the Burmah Convention of 1897 and in Article X of the British Treaty of Commerce of 1902 shall be permitted to do so, provided they comply with the special regulations to be framed for this purpose by the two High Contracting Parties.

2. Steamers specially registered for traffic under the Inland Waters Steam Navigation Rules shall be permitted to ply between Macao and ports in the department of Kwang-chow-fu, other than those mentioned in Section 1, provided they report to the Kung Pei Kuan Customs for examination of cargo and payment of duties in accordance with the special regulations to be framed for this purpose by the two High Contracting Parties.

3. Such vessels may engage in all lawful trade, including the towing of junks and the conveyance of passengers and cargo, subject to the regulations for the time being in force.

4. The privileges hereby granted are granted on the express understanding that special regulations shall be framed defining in detail the conditions under which such traffic may be carried on. Until the said regulations have been agreed upon and published, this Article shall not become operative, and, subsequently, shall remain so only so long as the said regulations are complied with.

5. The Portuguese Government will enact without delay a law providing penalties for infraction of the regulations agreed upon between the two High Contracting Parties.

ARTICLE VI.

Portugal having the right of most favoured nation treatment, it is clearly stipulated that any advantages China may think fit to grant to the products of any other nation shall be extended to similar goods of Portuguese origin on exactly the same conditions.

It is also clearly understood that Portuguese wines of all kinds, proved by means of certificates of origin, visés by Portuguese Consuls, to have been imported directly or indirectly from Portugal, ~~direct or otherwise~~, shall when their alcoholic strength exceeds 14° pay the duty leviable according to the annexed Tariff on wines exceeding 14° of alcoholic strength. Wines passed through the Chinese Customs under the designation "Port Wine" shall not be entitled to the benefit of this Article unless accompanied by a certificate of origin as above.

Conversely, Chinese subjects shall enjoy in respect of their imports into and exports from Portugal all privileges and immunities granted to the subjects of the most favoured nation.

ARTICLE VII.

Portuguese subjects may frequent, reside at, and carry on trade, industries, and manufactures, and pursue any other lawful avocation in all the ports and localities in China which have already been or may hereafter be opened to foreign residence and trade; and wherever in any such ports or localities a special area has been or may hereafter be set apart for the use and occupation of foreigners, Portuguese subjects may therein lease land, erect buildings, and in all respects enjoy the same privileges and immunities as are granted to subjects of the most favoured nation.

ARTICLE VIII.

Whereas the Chinese Government has expressed a desire that the provisions of the Portuguese Civil Law, which grants Portuguese nationality to sons of aliens born in Portuguese territory, should be modified in the case of Chinese born in the territory of Macao: Portugal agrees to take this matter into careful consideration as soon as possible, and to regulate, by a special law if necessary, the conditions under which Portuguese nationality shall be granted in future to Chinese born in Portuguese territory.

The conditions in question shall be so framed as to prevent Chinese to whom Portuguese nationality has been granted—

1. From improperly arrogating to themselves privileges which are reserved for Chinese subjects, such as the right of residence for purposes of trade in the interior or at ports not opened to foreign trade; and

2. From entering, while residing in a Treaty port, into agreements with Chinese while themselves posing as Chinese subjects, and afterwards repudiating their responsibilities by claiming Portuguese nationality and taking advantage of such Portuguese laws as are contrary to the obligations involved in the said agreements.

ARTICLE IX. Copied on Japanese Treaty, 1903. Art. I.

Whereas China, with the object of reforming its fiscal system, proposes to levy a surtax in addition to the Tariff duties on all goods passing through the Custom Houses, whether maritime or inland and frontier, in order to make good the loss incurred by the complete abolition of likin the Portuguese Government agrees that foreign goods imported into China by Portuguese subjects shall on entry pay an import surtax equivalent to one and a half times the duty fixed by the Import Tariff as now revised, and that Chinese produce exported abroad by Portuguese subjects shall pay export duties, inclusive of the Tariff export duty, not exceeding seven and a half per cent. *ad valorem*, provided always that such import surtax and export duties have been accepted by all the Powers having Treaties with China. With regard to the production tax, consumption tax, and excise, as well as the duties on native opium and salt, leviable by China, Portugal further agrees to accept the same arrangements as shall be agreed upon between all the Treaty Powers and China. It is, however, understood that the commerce, rights, and privileges of Portugal shall not, in consequence of this undertaking, be placed in any way at a disadvantage as compared with the commerce, rights, and privileges of any other Power.

ARTICLE X. Copied on U.S. Treaty 1903. Art. VIII.

Drawback Certificates for the return of duties shall be issued by the Imperial Maritime Customs to Portuguese subjects within twenty-one days from the date of presentation to the Customs of the papers entitling the applicant to receive such Drawback Certificates.

These Certificates will be accepted at their face value by the Customs authorities at the port of issue in payment of duties of all kinds, tonnage dues excepted; or shall, in the case of drawbacks for duty paid on foreign goods re-exported abroad within three years from the date of importation, be redeemable in full in ready money by the Imperial Maritime Customs at the port of issue, at the option of the holders thereof.

But if, in connection with any application for a Drawback Certificate, the Customs authorities discover an attempt on the part of a Portuguese subject to defraud the revenue, he shall be liable to a fine not exceeding five times the amount of the duty whereof he attempted to defraud the Customs, or to a confiscation of the goods. In case the goods have been removed from Chinese territory, then the Consul shall inflict on the guilty party a suitable fine to be paid to the Chinese Government.

ARTICLE XI. Copied U.S. Treaty 1903 Art. XIII

China agrees to herself establish a system of uniform national coinage and provide for a uniform national currency which shall be freely used as legal tender in payment of all duties, taxes, and other obligations by Portuguese subjects as well as by Chinese subjects in the Chinese Empire. It is understood, however, that all Customs duties shall continue to be calculated and paid on the basis of the Haikwan tael.

ARTICLE XII. British Treaty 1902. Art XI

The Government of His Most Faithful Majesty agrees to the prohibition by the Chinese Government of the importation into China of morphia and of instruments for its injection, on

condition, however, that the Chinese Government will allow the importation of morphia and of instruments for its injection for medical purposes by Portuguese doctors, chemists, and druggists, on payment of the prescribed duty and under special permit which will only be granted to an intending importer upon his signing at the Portuguese Consulate a suitable bond undertaking not to sell morphia except in small quantities and on receipt of a requisition signed by a duly qualified foreign medical practitioner.

If fraud in connection with such importation be discovered by the Customs authorities, the morphia and instruments for its injection will be seized and confiscated, and the importer will be denied the right to import these articles thereafter.

ARTICLE XIII. Substantially U.S. Treaty 1903 Art. VII

The Chinese Government, recognising that it is advantageous for the country to develop its mineral resources and that it is desirable to attract foreign as well as Chinese capital to embark in mining enterprise, agrees to revise its existing mining regulations in such manner, by the selection of those rules in force in other nations which seem applicable to conditions in China, that the revision, while promoting the interests of Chinese subjects and in no way prejudicing the sovereign rights of China, will offer no impediment to the employment of foreign capital nor place foreign capitalists at a greater disadvantage than they would be under generally accepted foreign regulations, and will permit Portuguese subjects to carry on in Chinese territory mining operations and other necessary business relating thereto, provided they comply with the new regulations and conditions which will be imposed by China on its subjects and foreigners alike, relating to the opening of mines, the renting of mineral land, and the payment of royalty, and provided they apply for permits, the provisions of which in regard to necessary business relating to such operations shall be observed. The residence of Portuguese subjects in connection with such mining operations shall be subject to such regulations as shall be agreed upon between Portugal and China.

Any mining concession granted after the publication of such new rules shall be subject to their provisions.

ARTICLE XIV. British Treaty 1902. Art. IV.

It being only right that the shareholders of any Joint Stock Company or the partners in any commercial undertaking should all be on a footing of equality as regards division of profits and payment of obligations, according to the partnership agreement or memorandum and articles of association, the Chinese Government agrees that Chinese subjects joining with Portuguese subjects in the organisation of a Portuguese Joint Stock Company or commercial undertaking, legally constituted, shall be liable to the fulfilment of the obligations imposed by the said agreement or memorandum and articles of association, and that Chinese Courts will enforce fulfilment of such obligations in accordance with Chinese commercial law, if a suit to that effect be entered, provided always that their liability shall not be other or greater than that of Portuguese shareholders or partners in the same company or partnership.

Similarly, Portuguese subjects who invest their capital in Chinese enterprises shall be bound to fulfil the obligations imposed by the partnership agreement or memorandum and articles of association, and the Portuguese Courts will enforce fulfilment of such obligations in accordance with Portuguese commercial law, if a suit to that effect be entered, provided always that the liability of such Portuguese subjects shall be the same as that of the Chinese subjects engaged in the same undertaking.

But as existing Treaty stipulations do not permit foreign merchants to reside in the interior of China for purposes of trade, such Joint Stock Companies and commercial undertakings may not be established in the interior by Portuguese and Chinese subjects conjointly.] New.

ARTICLE XV. U.S. Treaty 1903. Art X.

As Portugal affords protection to trade marks used by subjects of any other nationality provided a like protection is reciprocated for trade marks used by Portuguese subjects, China, in order to obtain this protection for its subjects in Portuguese territory, agrees to grant protection to Portuguese trade marks against unlawful use, falsification, or imitation by Chinese subjects. To this end the Chinese Government will enact the necessary laws and regulations, and will establish Registration Offices at which foreign trade marks may be registered on payment of reasonable fees.

Further, the Chinese Government agrees that, as soon as a Patent Office has been established and special laws with regard to inventions have been adopted, it will, after payment of the prescribed fees, issue certificates, valid for a fixed term of years, to Portuguese inventors extending to their inventions the same protection as shall be given to Chinese patents in Portugal, provided that such inventions do not infringe on previous inventions by subjects of China.

ARTICLE XVI. U.S. Treaty 1903. Art. XV.

The Government of China having expressed a strong desire to reform its judicial system and to bring it into accord with that of Western nations, Portugal agrees to give every assistance to such reform, and will also be prepared to relinquish extra-territorial rights when satisfied that the state of the Chinese laws, the arrangements for their administration, and other considerations warrant it in so doing.

ARTICLE XVII. { 1st Par. taken from Prot. Treaty 1903. Art. XVII
2nd Par. " " U.S. Treaty 1903. Art XIV

The missionary question in China demands in the opinion of the Chinese Government careful consideration, so as to avert in the future the troubles which have occurred in the past. Portugal, as a nation specially interested in the protection of its Catholic missions in Chinese territory, agrees to join in a Commission to investigate this question and, if possible, to devise

means for securing permanent peace between converts and non-converts, should such a Commission be formed by China and the Treaty Powers interested.

No person, whether Portuguese subject or Chinese convert, who, according to the tenets of Christianity, peaceably teaches or practises the principles of that religion, which aims at teaching men to do good, shall be persecuted or harassed on account of his faith. But converts and non-converts, being alike subjects of China, shall conform to her laws, and shall pay due respect to those in authority, living together in peace and amity; and the fact of his being a convert shall protect no one from the consequences of any offence he may have committed before or may commit after his admission into the church or exempt him from paying legal taxes levied on Chinese subjects generally, except taxes and contributions levied for the support of religious customs and practices contrary to his faith. Missionaries shall not interfere with the exercise by the native authorities of their jurisdiction over Chinese subjects, nor shall the native authorities make any distinction between converts and non-converts, but shall administer the law without partiality, so that both classes may live together in peace.

Portuguese missions shall be permitted to rent and lease in perpetuity, as the property of the mission, buildings or lands in all parts of the Empire for mission purposes and, after the title-deeds have been found in order and duly stamped by the local authorities, to erect such suitable buildings as may be required for carrying on their good work.

ARTICLE XVIII.

The present Treaty shall remain in force for a period of ten years beginning with the date of the exchange of ratifications and until a revision is effected as herein-after provided.

It is further agreed that either of the High Contracting Parties may demand revision of the Tariff and the Articles of this Treaty six months before the end of ten years from the date of the exchange of ratifications thereof. If no revision is demanded before the end of the first term of ten years, then these Articles in their present form shall remain in full force for a further term of ten years reckoned from the end of the first term, and so on for successive periods of ten years.

ARTICLE XIX.

In order to prevent in the future any discussion, this Treaty is written in Portuguese, Chinese, and English, and signed in six copies, two in each language.

All these versions have the same sense and meaning, but if there should happen to be any divergence in the interpretation of the Portuguese and Chinese versions, the English text will be made use of to resolve the doubts that may have arisen.

ARTICLE XX.

The present Treaty shall be ratified by His Most Faithful Majesty the King of Portugal and Algarves and His Imperial Majesty the Emperor of China.

The exchange of the ratifications shall be made at Peking within the shortest possible time, and the Treaty will be printed and published in order that the functionaries and subjects of the respective countries may have full knowledge of its stipulations and may fulfil them.

In faith whereof the respective Plenipotentiaries have signed the present Treaty and have affixed their seals thereto.

No. 619

CONSULAR BUREAU
DEC 14 1904
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
DEC 14 1904

Consulate-General of the United States,

Shanghai, Nov. 17th, 1904.

DEP'T OF STATE
DEC
15
1904
3rd ASST SECRETARY

CONSULAR BUREAU
To Commerce & Labor.
Ack. aaz

Mr. I. Gardner

To the Department of State.

Subject:

Entry of Chinese to Commerce & Dec 16/04
Ack to inform Dec 19/04

Abstract of Contents.

Petitions of Americans inclosed.

File

Incloses a petition of Americans in China in regard to the admission of Chinese into the U.S.

INDEX BUREAU
DEC 20 1904
FILED

CHIEF CLERK
DEC 14 1904
Department of State.

No. 619

Consulate-General of the United States,

Shanghai, Nov. 17th. , 1904

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith six petitions signed by Americans in China asking that the Treasury Regulations be so amended as to foster the desire of the bona fide Chinese students to come to the United States, by removing the humiliatings which they consider are inflicted on them by the present method of enforcing the Exclusion Act.

Personally, I believe that some method of examination should be devised whereby bona fide members of the admitted classes will be allowed to land at American Ports as easily as members of any other nationality, without making it possible for coolies to enter. Of my own knowledge, I know of at least fifty bona fide students who have gone to Europe rather than to America on account of their unwillingness to submit to examinations to them so humiliating.

It seems to me also that, in the new Exclusion Treaty, provision should be made that Americans who are bona fide officials, teachers, students, merchants or travellers for curiosity or pleasure should have the same right to reside or do business or study any where in China as is now given to Chinese of those classes to reside, do business or study any where in the United States. In our Commercial Treaty the idea of reciprocity is made prominent.

I do not see how the Chinese can argue against Reciprocity in the matter of residence. It may be said that indiscriminate residence in China is impossible where extra-territoriality exists. I do not think that would apply with any force to the classes whom I propose should have the right to reside anywhere in China. Adventurers and "beach-combers" would be confined to the Treaty Ports as at present. A merchant could be obliged to show, as the Chinese do, that they are men of substance. The teachers, students and travellers will not be many; and I am very much of the opinion that we would have no trouble from illegal acts from them.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Count Ahmet?

Your operators here?

I see, sir.

Your visitor must join them.

Each wing of the Ottoman Army is ready Here to transfer reinforcements. Alphonse and Cleopatra will be ready and I am the Cypress Of that rank at Alexandria. The de at Ephesus. I understand could be obtained to show and Headquarters" ready to continue to the Great Khan Have the right to speak and act in Cyprus. Viceroyalty Navy, water and cannon to the Cherubs when I invoke Kismet anglo-Americanpolitically entente. I do not think that Mustapha-Kemal-Pasha is Cyprus to Khedivate Alexa in the matter of negligence. It may be said that I do believe for the Cherubs has since changed politically

HON. JOHN HAY,

Secretary of State,

WASHINGTON, D.C., U. S. A.

HONORABLE SIR :—

Being firmly convinced of the superior advantages offered by the Colleges and Universities of the United States to students from China, and of the enlightening influence consequent upon a visit to our home land of men of wealth and influence, we, the citizens of the United States of America resident in China, feel called upon respectfully to present this petition in behalf of the classes of Chinese mentioned above, who from time to time wish to visit our land.

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We in China, who stand for America with its high ideals, respectfully petition that these obstacles be removed and that students and travellers be extended such a welcome to our shores as shall foster the desire of the Chinese to avail themselves of the superior advantages offered by the institutions of our country.

R. E. Hadden
C. E. Bousfield.
Clarence D. Herriott
Rascoe R. Goodell.
W. W. McClintock.
K. A. Parker.
P. C. Crawford
J. N. Hayes.
E. L. Mattox
J. B. Frame, M.D.
Edward Pilley
A. P. Parker.
Thos. A. Hearn
M. L. Embank. M.D.
B. D. Lucas
J. Proctor

H. W. Boone, M.D.
J. Mercer Blain.
J. W. Bradley, M.D.
James White
Alex White
Hampden C. DuBose
P. Frank Price
W. H. Venable M.D.
W. H. Hudson
Benj. L. Ancell.
Chas. G. McDaniel.
A. H. Robertson
W. S. Sweet
John L. Stuart
J. A. Silsby
R. D. Smart.
Robt E. Lewis.
H. H. Lockwood Jr.

Frank Rawlinson.
F. J. White.
W. A. Estes
D. N. Lyon
E. F. Saltum.
H. N. Goddard. M.D.
A. A. Rutledge
Wm. F. Jenkins.
B. Marcy Smith
John W. Davis
Rob't Anderson.
H. G. Britton.
W. H. Park. M.D.
D. L. Anderson
N. Geist Gee.
Whitefield W. Brockman
C. S. Leavenworth.

HON. JOHN HAY,

Secretary of State,

WASHINGTON, D.C., U. S. A.

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W. B. Hamilton

Thos. R. Guy.
American Presby. Mission, China for.

Albert B. Dodd.

John Murray

Royce A. Goodell.
Professor of English Imperial College

James Boyd Neal

C. P. Bostick

Wm. D. King.

T. E. Blalock.

P. O. Hanson.

Geo. W. Verity.

D. W. Herring

Charles H. Lyon

H. G. Romig.

Chas. F. Johnson

Wallace S. Paris

F. A. Chalfant

R. M. Mateer

W. W. Grasselle,

Margaretta Franz

J. A. Fitch.

Ralph C. Wells.

Paul D. Bergen

H. W. Luce

C. W. Mateer.

L. J. Davies

HON. JOHN HAY,

Secretary of State,

WASHINGTON, D.C., U. S. A.

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John Gowdy Foochow
W. H. Lacy "
Emma N. Lacy "
Elizabeth D. Gowdy "
Isabelle D. Lombstreet "
Emma Gowdy "
Susan A. Tippet "
Mable Allen "
Mary Peters "
Emma McClintock "
Jennett Adams "
Harry G. Dilling "
Maude L. Dilling "
Mary Belle Caldwell "
Harry K. Caldwell "
Mary E. Carleton "
Wesley J. Bissonnette "
Stella S. Bissonnette "

H. N. Kinnear Foochow
Ella J. Kinnear (per H.N.K.) "
Caroline E. Chittenden "
Edward H. Smith "
Grace W. T. Smith "
Lewis Hodous "
Anna Hodous "
G. Milton Gardner "
Mary Drury Gardner "
Edward L. Bliss "
Minnie M. B. Bliss "
Kate C. Woodhull "
Hannah C. Woodhull "
J. E. Walker "
Josephine C. Walker "
Harriet L. Stowe "
Evelyn M. Woolley "
Geo. H. Hubbard "
Nellie L. Hubbard "
Lyman P. Peet "
C. K. Peet "
Charles Hartwell "
H. L. Hartwell "

Elsie M. Garretson Teacher
Ella J. Newton. "
Annie S. Whitney. "

HON. JOHN HAY,

Secretary of State,

WASHINGTON, D.C., U. S. A.

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C. B. Titus, Luchowfu via Wuhu
Enrico E. Titus "
Frances A. Osgood.
Hermon N. Williams
Beulah M. Williams
Archer M. Sherman.
Thos. P. Martin
Edmund J. Lee
M. E. Wood.
McPherrell Walker.
Agnes C. Van Meter
Euphemia J. Boland
Robert C. Wilson
John W. Nichols
Allen R. Van Meter
Helen Robertson Gage
Brownell Gage
DuBois S. Morris
S. Harrington Littell.
D. T. Huntington
Gertrude Taft.

Laura Marsden White.
Edgerton H. Hart.
La Dana Dwight
M. R. Charles.
R. E. Maclean.
Sarah Peters.
Emma E. Mitchell
Frederick J. Henke?
Joan F. Wilson
Edward James
C. R. Trindle
Ella C. Shaw.
M. R. Wilson
Edith M. Crane
Grace A. Crooke

HON. JOHN HAY,

Secretary of State,

WASHINGTON, D.C., U. S. A.

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D. Z. Sheffield. Amer. Board	
Chauncey Goodrich " "	
Franklin M. Chapin " "	
Courtenay H. Fenn	Presb. Board.
C. A. Stanley. Am.	Board Miss.
J. Atwood Am.	" "
W. S. Ament "	" " Peking
M. P. Ament "	" "
Luella Miner "	" "
William B. Stalk	
W. W. Hicks	Presbyterian Mission
L. H. Whiting "	"
E. C. Hawley "	"
Jno. T. Griggs "	"
H. H. Lowry.	Peking University.
Isaac Taylor Headland	" "
Alex Terrell	" "

Effie G. Young. M. E. Mission
C. A. King " "
M. S. Hopkins " "
O. Krause " "
Geo. D. Lowry " "
G. R. Davis
Gertrude Gilman "
Anna M. Gloss.
Charlotte M. Jewell M. E. Miss.
Edward K. Lowry Esq.
Howard S. Galt
J. H. Ingram
E. B. Kennedy

HON. JOHN HAY,

Secretary of State,

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Edgar Quackenbush
C. R. Bennett.
Geo. Cadeby
Stephen P. Barchet.
Gustavus Ohlinger
F. Luttert.
J. C. Shungk
Charles H. Hykes.
J. C. Gibson
E. Virgil
Geo. W. Brush
Wm. Rees
Stirling Fessenden
Robt. H. Hunt
Chas. H. Blake
D. N. Lewis

Cecil Rogers Holcomb
E. H. Cumming
John S. Dooly
J. S. Warsider
Harry Weil
Richard Weil
J. M. Brown
Henry V. Bruyere
Jay W. Crofoot
D. Willard Lyon
H. H. Lowry
C. W. Douglass
R. D. Wilson.
Charles M. Meyers
George R. Locher

Arthur Pugh.
J. H. McCrea
W. Danforth.
Joseph Whiteside
Geo. L. Fitch.

HON. JOHN HAY,

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W. C. Wilcox, Foochow.
Geo. S. Miner Foochow.
Mabel C. Hartford, Foochow.
Phoebe A. Parkinson, Foochow.
A. B. Batcheller Kuchang
Julia Bonafield Foochow.
Julia W. Plumb "
Florence J. Plumb "
Gertrude Batcheller, M.D. Kuchang

TELEGRAM RECEIVED IN CIPHER.

RECEIVED
NOV 19 '04
DEPT OF STATE

From SHANGHAI,
November 19, 1904,
9:56 a. m.

Orig Mch 2/06

ASS'T NOV 19 1904

file

Secretary of State,
Washington.

Charges have not been received. When were they sent?

GOODNOW.

INDEX BUREAU
NOV 23 1904
FILED

Deciphered by the Chief Clerk's Office, November 19, 1904. 10:20

CONSULAR BUREAU.

3rd ASST. SECRETARY. NOV 30 1904

DIPLOMATIC BUREAU DEC 13 1904

TELEGRAM RECEIVED IN CIPHER.

NOV 30 DEPT OF STATE

From SHANGHAI,

Received November 30, 1904.

4:54 a. m.

DEPARTMENT OF STATE

Secretary of State,

Washington.

Is Orlan Clyde Cullen an official bearer of dispatches?

G O O D N O W.

INDEX BUREAU DEC 13 1904 FILED

Deciphered by the Chief Clerk's Office, November 30, 1904. 9:30

Form No. 2005.

CONSULAR BUREAU.

TELEGRAM RECEIVED IN CIPHER

3rd ASST. SECRETARY
DEC 1 1904

Del. to Japan
" "

From Shanghai,

December 1, 1904.

Received 7 A. M.

Secretary of State,

Washington.

Cullen has special passport as bearer of despatches signed by Leishman, Constantinople. He claims publicly to be now carrying State Department despatches and to be selling arms. He is now in Japan.

G O O D N O W

INDEX BUREAU
DEC 7 1904
FILED

Deciphered by the Chief Clerk's Office, 9.36 A. M.

No. 4

INDEX BUREAU RECD JAN 5 1905 DEPT OF STATE

CONSULAR BUREAU JAN 7 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JAN 7 1905

Consulate-General of the United States,

Shanghai, Dec. 1st 1904.

Mr. Goodnow,

To the Department of State.

Ans by form
Jany 9/05
file

Subject:

Final Accounting of estate of
Helen Bergh.

Abstract of Contents.

Reporting the final settlement of the
Estate of Miss Helen Bergh, deceased

INDEX BUREAU JAN 10 1905 FILED

CHIEF CLERK, JAN 7 1905 Department of State.

Motor Accounting or analysis of
Motor Cargo.

No.

Consulate-General of the United States,

Shanghai, Dec. 1st, 1904, 190 .

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my unnumbered dispatch of Nov. 9th reporting the death of Helen Bergh, the daughter of our Consul at Gothenburg, Sweden, I have to report that the estate has been settled and the personal effects and cash have been forwarded to Robert S. S. Bergh Gothenburg , to whom has been sent a full accounting.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

INDEX BUREAU RECD JAN 6 1905 DEPT OF STATE

CONSULAR BUREAU JAN 7 1905 DEPARTMENT of STATE

3rd ASST. SECRETARY. JAN 7 1905

No. 620

Consulate-General of the United States,

Shanghai Dec 1, 1904.

Mr. Goodnow

To the Department of State.

Sir:

Subject: Returning covers addressed to Consuls

Rec'd from Jan 10/05

INDEX BUREAU JAN 11 1905 FILED

Abstract of Contents.

1 for Dalny
5 " Vladivostock

Trans mail for the Cons'l Agt at Vladivostock, which there has been no means of forwarding

CHIEF CLERK, JAN 7 1905 Department of State.

No. 620

Consulate-General of the United States,

Shanghai, Dec. 1st , 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith

1- Cover directed to the American Consul at Dalny;

2- Five covers directed to the American Consul at Vladivostock.

We have used every means in our power to get them to their destination and, being unsuccessful, return them to you.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Cons
No. 621

CONSULAR BUREAU
JAN 7 1905
DEPARTMENT of STATE

3rd ASST. SECRETARY.
JAN 7 1905

Consulate-General of the United States,

Shanghai China Dec 1, 1904.

Mr. Gardner

To the Department of State.

Rec'd from Consul Jany 9/05

Subject:

re to Mr. O. C. Cullen

Abstract of Contents.

Confirming & explaining telegrams-

INDEX BUREAU
JAN 10 1905
FILED

CHIEF CLERK.
JAN 7 1905
Department of State.

No. 621

Consulate-General of the United States,

Shanghai, Dec. 1st, 1905.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm my cipher telegram of Nov. 30th

"Is Orlan Clyde Cullen bearer of official despatches"

and your reply of the same date

"Cullen not bearer despatches. No official status. Holds passport issued by Choate, London. Reputation not good".

and my telegram of this date

"Cullen has special passport as bearer of despatches signed by Leishman, Constantinople. He claims to be publicly to be now carrying Department despatches and to be selling arms. He is now in Japan."

He came to me on Nov. 28th and represented himself as the bearer of official despatches from you. He carried with him a hand bag which he kept always with him, even putting it on his table in the dining room at the hotel. He told the newspapers and the people whom he met that he was an official bearer of despatches regularly in the service of the United States Government. He also claimed to be the inventor of a new gun in which the rifling by steel balls rolling in curves

in the barrel. He claimed to have two ten inch guns of that character in the ship in which he was going to Japan.

The Japanese Consul General heard of him and asked me about him and I wired you the above.

I hope that you will telegraph Mr. Grissom to put an end to this performance.

I am, Sir,

Your obedient servant,

Consul General.

No. 2

INDEX BUREAU
RECD.
JAN 5 1905

CONSULAR BUREAU
JAN
7
1905
DEPARTMENT of STATE

3rd ASST. SECRETARY.
JAN 7 1905

Consulate-General of the United States,

Shanghai Dec 2, 1904.

Hon. Gardner

To the Department of State.

Ack by ltr Dec 9/04

Subject:

reporting the satisfaction of the judgment in the case of the American trading Co vs S. Zimmerman

Abstract of Contents.

Satisfaction of judgment recorded

INDEX BUREAU
JAN 10 1905
FILED

CHIEF CLERK.
JAN 7 1905
Department of State.

No.

Consulate-General of the United States,

Shanghai, Dec. 2nd, 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my un-numbered despatch of May 9th, 1903 reporting the case of the American Trading Co. vs S. Zimmerman, I have to report that on Nov. 12th, the American Trading Co., formally applied for an execution to issue against the property of said S. Zimmerman who was at that time within the jurisdiction of this Court and was believed to have property within this jurisdiction. No property having been found under the execution, The American Trading Co. on Nov. 17th moved this Court for an order that the Defendant be orally examined as to his property within this jurisdiction. Zimmerman was ordered to appear in this Court on Dec. 1st for such examination. Instead of appearing, he paid the judgement and to-day the American Trading Co. filed a satisfaction of judgement (copy herewith enclosed) which was placed on record.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Copy

IN THE COURT OF THE UNITED STATES CONSULATE, SHANGHAI.

THE AMERICAN TRADING COMPANY

vs.

SAMUEL ZIMMERMAN.

Satisfaction is acknowledged between The American Trading Company, Plaintiff and Samuel Zimmerman, Defendant, for the sum of Tls 8389.06 Judgment rendered in the United States Consulate Court of Shanghai on the 7th day of May 1903.

Signed Sterling Fessenden

Acknowledged before me this first day of December, 1904, by Sterling Fessenden, to me know to be one of the attorneys for the Plaintiff in the above action.

Signed Wilmot Goodnow
C.J.

CONSULAR BUREAU
JAN
11
1905
DEPARTMENT of STATE

INDEX BUREAU
RECD
JAN 5 1905

CONSULAR BUREAU
JAN
11
1905
DEPARTMENT of STATE

3rd ASST. SECRETARY.
JAN 7 1905

No. 5

Consulate-General of the United States,

Shanghai Dec 7, 1904.

Mr. Goodnow

To the Department of State.

Subject:

reporting the Consular court case of U.S. vs Dennis. 11/05

file

Abstract of Contents.

Copy of papers.

INDEX BUREAU
JAN 12 1905
FILED

CHIEF CLERK.
JAN 7 1905
Department of State.

No. 1

Consulate-General of the United States,

Shanghai, Dec. 2nd, , 1901.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of the papers in U. S, vs Denvers.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

United States Consulate General, Shanghai, China

AFFIDAVIT

Personally appeared John Goodnow Consul Genl, U.S.A
who is informed that ~~Master of the American Ship~~ on sixth day of November 1902
~~being duly sworn deposeth and saith that a seaman~~
~~by the name of~~ Coatte Denvers at Shanghai, China was
guilty of disorderly conduct in the Hongkong Road and
in the Nanking Road ~~and that he may be~~ at about 8 a.m. Dam acting
on information and hereby certify to my belief in the
substantial truth of such of the information to
justify the arrest of the party charged.

Subscribed and sworn to before me this

.....day of.....19.....

(4S)

(Sgd) John Goodnow
C.G. U.S.A.

Consul General

I hereby fully acknowledge that I was intoxicated, that I had
trouble with a man in 10 Hongkong Road that I followed him
into the street, and that I fell in the street. I was dressed in
my evening shoes, slippers, stockings. all this was in the
early morning of Nov. 6th

(Sgd) Coatte Denvers.

Witness
(Sgd) Stephen P. Barchet.

Subscribed & sworn to before
me Nov. 21. 1902.
(Sgd) John Goodnow
C.G. U.S.A

(4.S.)

In the United States Court for the Consular District of Shanghai

SHANGHAI, Nov. 21, 1902

THE UNITED STATES

vs.

Coatte Denvers

Charge of disorderly conduct.

To the Marshal of the said Court

You are hereby commanded to bring before me the body of
Coatte Denvers if found within this Consular Jurisdiction
to answer upon a charge of disorderly conduct
And of this Writ mark due return

Nov. 21. 1902
Denvers Bail $300-
+ warned that the
house would be
closed in the 3rd
offence

$100 for Door of Hope
-100 - M. Williamson Hospital
-100 - Women's Hand Gen.

(Sgd) John Goodnow
U. S. Consul General,
Judge

(Sgd) John Goodnow
Consul Genl U.S.A.

LS

DESCRIPTION

Vessel .....

Height .....

Complexion .....

Eyes .....

Hair .....

Age .....

Marks .....

(C O P Y)

Florence Crittention Hom, Shanghai.

November 23rd 1904.

Received from Hon. John Goodnow, One hundred Dollars.

With thanks.

$100.00 (Sgd) Emma G. Evans,

Treasurer.

(C O P Y)

38 Quinsan Road,

Nov. 28th 1904.

Hon. John Goodnow,

Dear Sir:-

I enclose a receipt for the hundred dollars handed me by Mrs. Barchet.

I wish to express to you the sincere thanks and appreciation of the ladies of the Committee for your kind remembrance of the needs of the Rescue Home.

Yours sincerely,

(Sgd) (Mrs E) E. G. Evans.

(C O P Y)

Sister Superior presents her compliments to Mr. Goodnow and sends many thanks for the cheque of $100.00 given in charity for the poor women. Enclosed is receipt for the same.

General Hospital, 24th November.

(1 0 0 7)

Florence Christmas Fete. Reported.

Entertainment Given [illegible].

Receives Prize for Doughnuts. Has Another Relative.

Will Change.

[illegible] (Age) Among Us. Poems.

Treasurer.

(1 0 0 8)

[illegible]

Mrs. Peter Jacobus.

Mrs. Otis Jacobus.

[illegible] Jacobus a Mother for the Eighth Child Reported to Us. Recently.

I Wish to Express Upon the Minutes [illegible] Appreciation of the Ladies of the Committee for [illegible] Manifestation of the Heads of the Department.

Yours Sincerely.

[illegible] (Age 8) Mrs. Brown.

(1 0 0 9)

Later Reports Present Unfavorably to Previous and Customary Charge for the Repair of Sidewalk in Front of the Property. Occupied by Resident for the Year.

Report Received, 12th November.

(C O P Y)

Received from Mr. J. Goodnow cheque for $100.00 for the use of Poor Women in the General Hospital.

22nd November 1904.

(Sgd) Sr Sanvignon, sup.

(C O P Y)

Margaret Williamson Hoppital,
West Gate, Shanghai, China.
Nov. 22, 1904.

Dear Mr. Goodnow,

Very many thanks for the cheque sent out last evening. I wanted to do more than sign my name last night but not convenient to do so at the time someone told me it was coming.

I was wondering about yourself whether you were going to America soon.

With best wishes and many thanks.

Very truly,

(Sgd) E. Reifryder.

Received from Mr. C. Dowling one hundred dollars
in full payment of the General Contract.

Dated November 19th.

(Sgd) Mr Carrington, Esq.

Messrs Williamson Hospital.

Fort Cain, Dunedin, Otago.

Nov. 20, 1905.

Dear Sir, Doctor W.

Very many thanks for the display sent out
last evening. I wanted it to form the origin my case
right for the convenient to do so at the time somehow told
me it was coming.

I was wondering about your mother-you
were going to Dunedin soon.

With best wishes and many thanks.

Very truly,

(Sgd) E. Hutchinson.

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3rd ASST. SECRETARY. JAN 7 1905

No. 677

Consulate-General of the United States,

Shanghai Dec 6, 1904.

Mr. Goodnow

Asks leave 10'05

To the Department of State.

Subject:

Arnold's salary -

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CHIEF CLERK, JAN 7 1905 Department of State.

No. 622

Consulate-General of the United States,

Shanghai, Dec. 6th, 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm your telegram of Nov. 22nd "From Oct. 1st Arnhold should be paid student Interpreter salary only."

I beg to represent to you that a man can not live here decently on the salary of U.S. G. $1000.00 In Peking the student Interpreters have their quarters and are only under expense for mess and clothing. In Hangchow and Canton the student Interpreters can live in the Consulate and have no extra expense. Here a man must live in the hotel or a boarding house and is under many extra expenses.

As this leaves the appropriation for clerk hire unexpended, I hope that your telegram means that you are sending a man to take the place as Consular Clerk.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

No. =

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JAN 12 1905

Consulate-General of the United States,

Shanghai Dec 17, 1904.

Mr. Goodnow

To the Department of State.

Rec'd for
Jany 14/05

Subject:

Annual reports of several Consular Court cases

Abstract of Contents.

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CHIEF CLERK
JAN12 1905
Department of State.

No. 1

Consulate-General of the United States,

Shanghai, Dec. 17th, 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith (in duplicate)

Municipality vs Carl Seitz

People vs R. L. Butler

W. P. Boyd vs China Developement Co.

and U. S. vs E. D. Mattinez.

and Moller Bros. vs Zimmerman.

I am, Sir,

YYour obedient servant,

John Goodnow

Consul General.

THE U. S. CONSULAR COURT.

Shanghai, 5th December.

Before JOHN GOODNOW, Esq.,
Consul-General, Acting Judicially.

U. S. PEOPLE *v.* E. D. MARTINEZ.

Evaristo Delagado Martinez, a native of Porto Rico, was charged with stealing an overcoat, a pair of gloves, and a pocket knife, valued at $25, from the Portuguese Club, North Szechuen Road, on the 1st inst.

Accused pleaded guilty, and in reply to his Honour, in broken English, said he used to go to the Club to practise music, and afterwards when on the way out he saw an overcoat hanging in the hall, so he took it from the peg and walked away with it.

Inspector Bourke asked for a remand, as another coat had been stolen from this Club. The owner had seen it being worn by one of the Alhambra Hotel bandsmen. Accused was formerly an Alhambra bandsman, but was dismissed. When arrested he had in his possession another coat, which he stated he had bought from one of the Hotel bandsmen. He had also a pawn-ticket for a coat similar to the one stolen. A remand was asked for in order to ascertain whether the pawn-ticket was for the other stolen coat.

His Honour granted a remand until 10 a.m. next morning.

U. S. CONSULAR COURT.

Shanghai, 6th December.

Before JOHN GOODNOW, Esq.,
Consul-General, Acting Judicially.

U. S. PEOPLE v. E. D. MARTINEZ.

Evaristo Delagado Martinez, a native of Porto Rico, was charged on remand with stealing an overcoat, a pair of gloves, and a pocket knife, valued at $25, from the Portuguese Club, North Szechuen Road, on the 1st inst., the property of Mr. Maher.

Three additional charges were now preferred, viz :—

Stealing an overcoat and a pair of gloves valued at $22.75 from the Portuguese Club on the 20th ult., the property of Mr. Remedios.

Stealing an overcoat valued at $20 from the Alhambra Hotel during the month of October, the property of some person at present unknown.

Being in unlawful possession of a raincoat, a watch, a clock, and a pair of gloves, and being unable to give a satisfactory account of same.

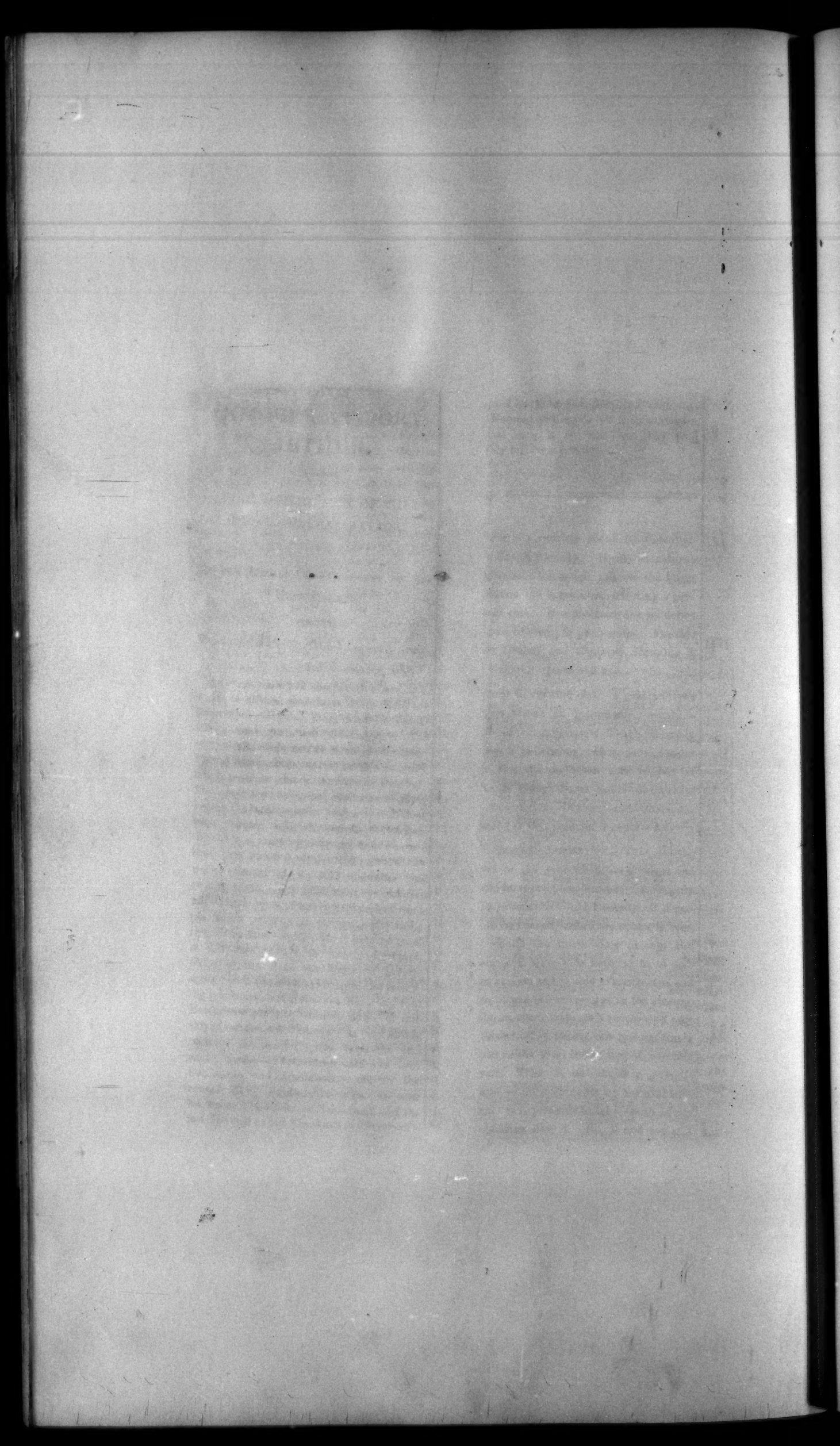
Accused in reply to his Honour made a rambling statement as to how he came into possession of the various articles. He took Mr. Maher's coat, he said, because his own had disappeared from its peg. He bought the one claimed by Mr. Remedios from a Chinaman in Range Road for $2, the Chinaman asking $5. With regard to the Alhambra charge he met a friend there who offered to sell him pawn-tickets worth $15 or $10, and these tickets were for a clock and two overcoats. If a Mr. Carman could be found he would be able to tell all about the transaction.

Detective Sergeant Vaughan stated that on the 25th ult. the loss of Mr. Remedios' coat was reported to him and on making enquiries he found that accused had been seen in the Club. On the 1st inst, Mr. Maher reported the loss of his coat and said that he saw accused wearing it at the door; but did not recognise it as his until he found it was missing. On Sunday morning witness saw accused in Minghong Road, and going up to him charged him with the theft. At first prisoner denied it, but finally said he would show witness where to find the coat. He said he had pawned it and sold the ticket for $2.50. In consequence of what accused told him witness went out with him to the Alhambra, where he pointed out the man who he said had sold him the pawn-tickets. This the man in question vigorously denied. Carman could not be found. That morning a gentleman who had seen the report of the case in the newspapers brought three pawn-tickets to the station. Accused still said Carman would be able to tell all about it. Witness took one of the coats out to the Alhambra on the preceding day and the manager said that a German naval officer had reported losing a coat similar to the one taken some time ago, and had said that there were photographs of a certain lady in the pockets Witness had seen the lady who confirmed this statement.

Accused said he did not know where Carman could be found.

His Honour adjourned the hearing until next day, saying that he must have assessors to try the case. He asked Inspector Bourke to have all the witnesses present.

The Court then adjourned until next morning.



THE U. S. CONSULAR COURT.

Shanghai, 7th December.

Before JOHN GOODNOW, Esq., Consul-General, Acting Judicially, and Mr. C. R. Bennett and Dr. Y. J. Allen, Assessors.

U. S. PEOPLE v. E. D. MARTINEZ.

E. D. Martinez was brought up on remand on four charges of theft.

The Court assigned Mr. Engelbracht to defend accused.

The charge of stealing Mr. Maher's coat from the Portuguese Club on the 1st inst. was first dealt with.

Detective Sergeant Vaughan stated the loss was reported to him on the evening of the 1st inst. As he stated at the last hearing he arrested accused on Sunday morning. Accused took him to a Japanese, who, he said, had bought the coat for $5.

Mr. Maher stated that he went to the Club at 6.30 p.m. on the 1st inst., leaving his coat on a peg as he entered. When he came out to get a penknife from his pocket it had gone. He saw accused coming from the servants' quarters wearing his coat, which he did not recognise at the time. When witness spoke to him accused rushed out of the Club. Witness identified his coat.

A Japanese was called, and, through Consul Davidson, explained that he had bought the coat from accused.

A member of the Portuguese Club saw accused entering on the night in question. At that time he was not wearing an overcoat.

The next charge was that of stealing Mr. Remedios' coat and gloves on the evening of the 25th ult.

Mr. Remedios gave evidence to show that his coat had disappeared in a similar way to the last complainant's. At first he thought someone had taken it by mistake. He did not complain to the police until two or three days had elapsed. Witness identified his coat and gloves.

E. Souza, a Municipal bandsman, deposed that he bought this coat from accused for $3.

Mr. Ledbury stated he had bought the gloves for thirty cents.

The charge of stealing a coat from the Alhambra was then taken.

Mr. Frankel said he looked after the stores at the Alhambra. He was employed by Mr. Schwartz, who was at present in Hongkong. A Mr. Turner now employed him. He knew that a coat was reported stolen about six weeks ago.

E. Schlitz stated that he was a bandsman at the hotel. He was employed by Mr. Brown, who was at present away. He had seen a Filipino endeavouring to dispose of a coat at the hotel. Accused was present at the time, but witness did not know whether he bought it. When the coat was shown to him two photos of a young lady fell from the pockets.

Detective-Sergeant Vaughan repeated his evidence about interviewing the lady in question. Witness got the dark coat, presumed to be the one stolen, from accused, who had pawned it.

With regard to the last charge, that of being in unlawful possession of a clock and a watch, his Honour said he could not allow it to proceed. A man was not bound to give a satisfactory account of everything he had. Nor could he allow the charge of larceny to proceed unless the owner of the articles was found.

Accused was then called and made confused statements as to how the various coats came into his possession.

The Court found accused guilty of the first and second charges and sentenced him to 30 days' imprisonment unless he could be shipped to Manila before the expiration of the sentence. The third charge the Court considered not proven, and the last charge was dismissed.

BOYD CASE.

Motion of Appetlants Denied by American Court.

At the American Consular Court yesterday morning, before Hon. John Goodnow, Consul-General, application was made in the action in which the American China Development Co. were the appellants and W. Porter Boyd the defendant, Mr .R. N. Mcleod appeared for the appellants and Mr. F. M. Brookes for the defendant.

Mr. Mcleod made the following application to the Court :—

The Appellant in this matter by his solicitors now moves the Court for an order that the appellant be at liberty to add by way of amendment to the petition of appeal herein as additional errors in the judgment of this Honourable Court the following clauses to be numbered respectively 6 and 7.

"6.—The defendant on this appeal, W. Porter Boyd, has already sued the appellant herein, The American China Development, Co., in this Court, upon the same contract which is the basis of this action. and in said suit he has recovered a money judgment. This previous suit by this defendant against the appellant herein is a bar to any subsequent action by him founded upon the contract which is the basis of the present action, and the Court erred in allowing the defendant to maintain the present action after he had already recovered Judgment in a former action.

"7.—The five year period for which the said W. Porter Boyd was employed under the contract in question in this suit had not expired at the time the suit was begun and has not yet expired, and if the Court shall hold that the present action is not an action for a breach of the contract in question but is an action for wages upon the contract, then the action cannot be maintained as the period for which the services were to be rendered has not expired and the Court committed error in allowing the action to be maintained.", and to alter the numbers of the present clauses 6, 7 and 8 respectively to the numbers 8, 9 and 10.

After hearing Mr. Mcleod very briefly on the question of the motion being allowed His Honour said he would have to deny the motion at the present time as not proper in the present condition of the case.

THE U. S. CONSULAR COURT.

Shanghai, 19th November.

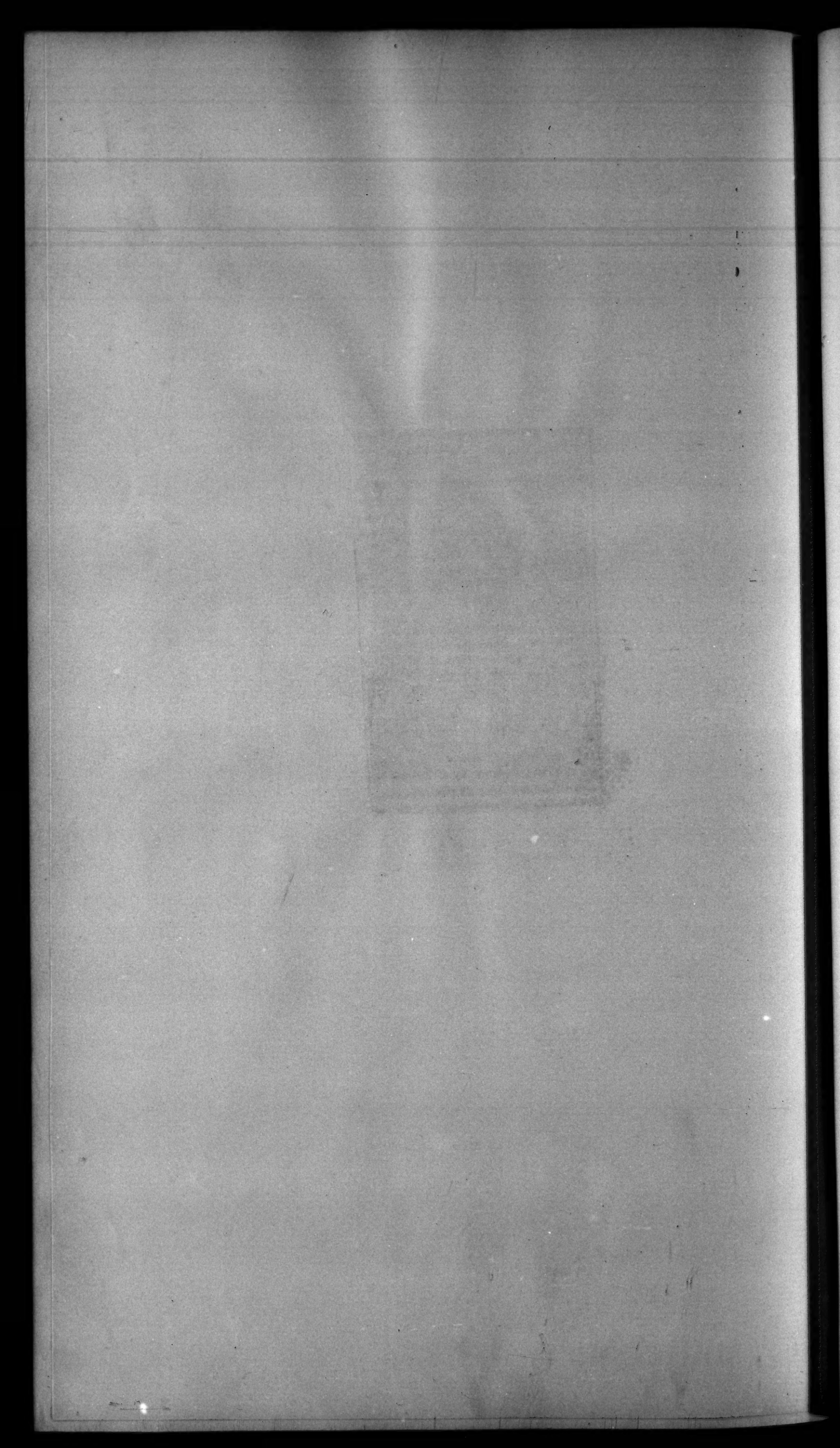
Before Mr. JOHN GOODNOW,
Consul-General, Acting Judicially.

U. S. PEOPLE v. R. L. BUTLER.

This was a charge of conducting public gambling on ground opposite the Race Course and was brought at the instance of his Honour. The dates mentioned were the 1st, 2nd, and 3rd inst.

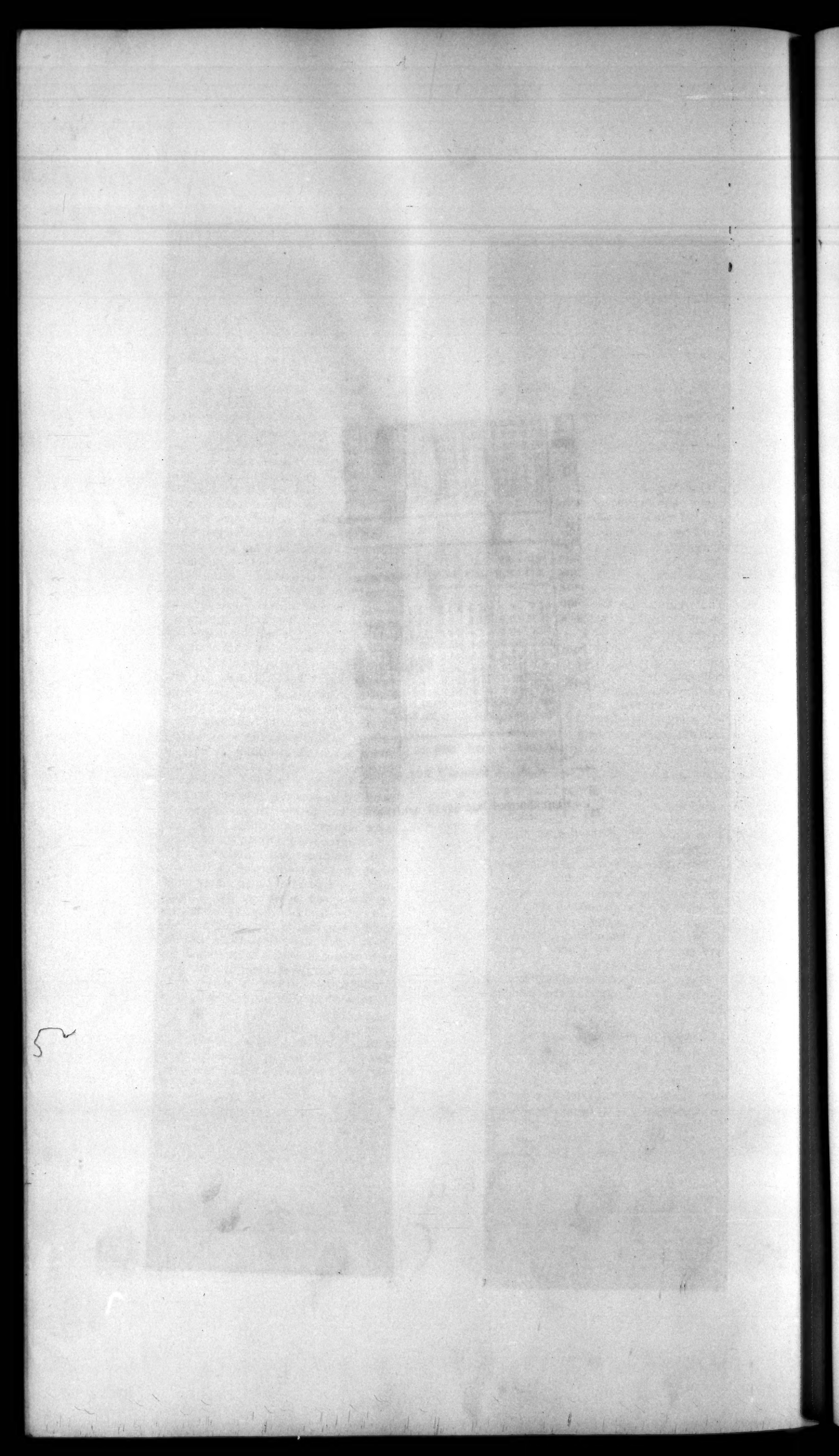
Accused admitted the offence but said he was only an employee, not the owner, of the gambling place in question.

His Honour accepted this explanation as authentic and was satisfied that the real owner was not under the jurisdiction of the Court. He suspended sentence during the good behaviour of accused in Shanghai.



AMERICAN COURT.

Mr. Carl Seitz, of the American Trading Company, appeared before the Hon. John Goodnow, U.S. Consul-General, yesterday, summoned by the police for driving a motor car on the public highway without a registered number exposed, according to Municipal Regulations. Defendant pleaded guilty to the offence, but stated in extenuation that he was new to motoring, and the question of number for the moment escaped his mind. When, however, the police drew his attention to the fact that the number was missing, he immediately returned to his house and obtained it before proceeding further. His honour took into consideration that Mr. Seitz was a novice and without sufficent knowledge of all motor requisites and let him off with a caution.



U.S. CONSULAR COURT.

Shanghai, 15th December.

Before the Hon. JOHN GOODNOW, Consul General, and Messrs. MURRAY WARNER and J. C. FERGUSON, Associates.

MOLLER BROTHERS V. S. E. SCHWARTZ AND S. ZIMMERMANN.

Mr. H. E. Lamme appeared for the plaintiffs and Mr. F. M. Brooks for the defendant S. Zimmerman.

This morning, his Honour delivered the following judgment in the above case :—

JUDGMENT.

On August 20th 1904, a charter party for the Bark "Lucia" was entered into and was signed by Moller Brothers, a British firm, and S. E. Schwartz, an American citizen. The charter party provided that the "Lucia" should proceed with cargo from Shanghai to Newchwang via Tsingtao. The freight was fixed at Tls. 7,000 Shanghai Sycee payable at Shanghai before sailing. It was also provided "Should the vessel be captured or sunk either by mines, torpedoes, shell fire, collisions, or in any manner of a warlike description (from the day she leaves Shanghai) charterers are to indemnify the owners with an immediate cash payment of sixteen thousand taels Shanghai sycee." Under this charter party, the charterers proceeded to load the ship.

On August 25th, the charterers asked for copies of the charter party. These were made and taken by Mr. John Moller, one of the firm of Moller Brothers, to the house tenanted by Messrs. Schwartz and Zimmermann where, at Mr. Zimmermann's request, the clause for indemnification from accident of war quoted above was stricken out of the duplicates under promise of Mr. Zimmermann that a separate agreement would be given to cover the same undertaken.

Under this charter party, Mexican Dollars Ten thousand were paid to Moller Brothers and the bark sailed from Shanghai on August 27th and proceeded on her voyage until September 10th 1904 when she was made a total loss by a mine or torpedo. Demand was made for Tls. 16,000 and Mr. Zimmermann offered to pay Tls. 9,000 which was refused by Moller Brothers who brought suit for Tls. 16,000 against S. E. Schwartz and S. Zimmermann to which Mr. Zimmermann made separate answer and defense. No service has been had on Schwartz who is understood to have left Shanghai.

As the action centres around the charter parties of August 20th and August 25th, the closest scrutiny of their terms and of the differences between the two must be made.

1.—The charter party of August 20th has in it the indemnifying clause first above quoted. The charter party of August 25th has the said indemnifying clause written in but crossed out by red lines admittedly made by John Moller who signed the document dated August 25th.

2.—Both charter parties are made throughout as for "S. E. Schwartz & Co." but are alike signed "S. E. Schwartz." Plaintiff claims the signature is for Schwartz and Zimmermann. Defendant's answer denies this.

1.—It is claimed by the Plaintiff that the crossed-out clause must be read into the document of August 25th which would then become a duplicate of the one of August 20th. John Moller testifies that he struck out the clause in question because Zimmermann promised to give him an undertaking to the same effect in a separate document. Defendant does not attempt to deny such promise and Moller's uncontradicted testimony on this point is corroborated by the improbability that the Plaintiffs would give up such a valuable clause without something in lieu thereof, especially after the charterers had accepted the first charter party and had the vessel almost fully loaded under it; and by the admitted fact that Schwartz offered later to Moller Brothers an undertaking to pay compensation in case of detention or destruction of the vessel by the Russian authorities. This latter named document was refused, as both the Mollers testify uncontradicted, as not equivalent to the elided clause and not as agreed to complete the contract. Under the above uncontradicted testimony as to the intention of the contracting parties, the elided clause must be considered a part of the contract and the contract of Aug. 25th becomes identic with that of Aug. 20th and the charterers become responsible for the sum promised in payment should the vessel be lost by accident of war.

2.—No rule of law is plainer than that the written terms of a legal contract are binding and final on the contracting parties. In this case the difficulty has been to discover who are the real contracting parties; whose were the consenting minds represented by "S. E. Schwartz" and "Moller Brothers." As to the Plaintiffs, no question has at any time arisen, but Plaintiffs contend that "S.E. Schwartz" stands for and binds both S. E. Schwartz and S. Zimmermann. It is permitted to seek light from the evidence and surrounding facts as to whether Zimmermann so acted as to justify Moller Brothers in believing that he had given Schwartz the authority to so sign. It is a rule of the common law

that a person may be authorized by parole to make and sign contracts in writing (Parsons Book I sec 47) and the principal will be bound by the acts of the agent if within his knowledge and not disavowed "promptly" or "in a reasonable time." Such signature may be ratified by such an act of the principal as "will justify third parties who are interested in the question, in believing that it was a ratification." The cases are conflicting as to whether an unnamed principal can be sued. In this case however the principal is charged to be S. E. Schwartz & Co., named in the body of the various charter parties and claimed to be S. E. Schwartz and S. Zimmermann.

On the point as to who were the real parties whose minds consented to making this contract, several circumstances corroborate the testimony of the Mollers, which is uncontradicted and hence must stand unless the surrounding circumstances cause disbelief in the minds of the Court:

(a). The charter parties prepared by Moller Brothers are all filled in as for "S. E. Schwartz & Co." and "their agent or agents." The separate guarantee of August 25th offered by Schwartz to Moller Brothers is headed "Between S. E. Schwartz & Co., Charterers and Moller Brothers, Agents of Lucia: and the plural form "S.E. Schwartz & Co." and "Charterers" are used throughout that document.

(b) John Moller testifies that Zimmermann said that he would charter the ship. E. Moller testifies that "they (Schwartz and Zimmermann) proposed to charter the Lucia."

(c.) Both Mollers testify that the first charter party was signed in Zimmermann's presence, and that it was fully discusssed with him. E. Moller testifies that Zimmermann, whom he had also known as "Jacobs," asked to have the contract in the name of Schwartz as "he (Zimmermann) did not wish to be known in the transaction" and that Zimmermann told Schwartz to sign the charter party but declined to sign himself but said "you can trust me in this business" and that Schwartz excused Zimmermann from signing by saying that he (Zimmermann) was too illiterate: i.e. knew too little English.

(d.) John Moller testifies that Schwartz translated the charter party of Aug. 25th to Zimmermann who, he says, told Schwartz to sign it as he (Zimmermann) did not understand English.

(e.)—Both Mollers testify that throughout the transaction Zimmermann was the man who decided the various points of the contract and John Moller testifies that he knew Schwartz not long ago as bill collector of a local hotel. It is in the records of this Court that Schwartz about 2 years ago was a runner for a hotel in Shanghai This is an honorable calling but not one which gives credit in large commercial transactions unless another party is considered as principal.

(f.)—The Mollers testify that the claim for indemnification for the loss of the "Lucia" was first made to Zimmerman and Schwartz and that Zimmerman offered to pay Tls. 9,000 as in full settlement, which offer was refused.

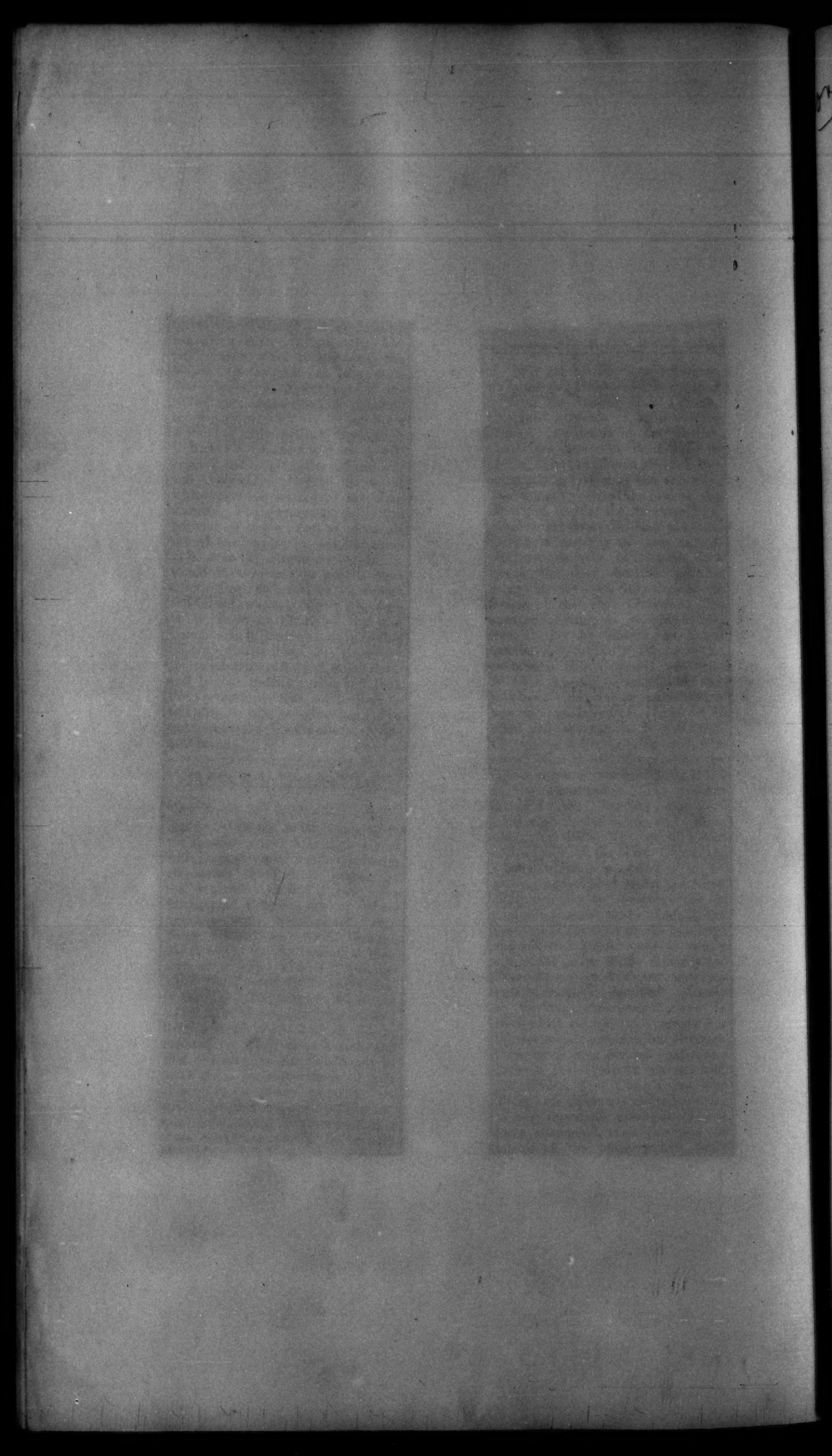
The testimony of J. and E. Moller must be considered under the fact that they are interested parties. It is the opinion of the Court, taking into account their general reputation, their manner on the witness stand, and the corroborating circumstances and documents, that their uncontradicted testimony is worthy of credence; and that all the facts taken together establish the claim that "S. E. Schwartz" is signed for and must bind S. E. Schwartz and S. Zimmermann, and S. Zimmermann is liable to a creditor for the debt of the partnership.

I therefore adjudge that S. Zimmermann pay to Moller Brothers Taels Sixteen thousand Shanghai Sycee with interest at the rate of six per cent per annum from Sept. 21st 1904 to the date of this judgment and the Court costs of this action. Signed Dec. 15 1904.

[Seal]

JOHN GOODNOW,
American Consul-General,
Acting Judicially.

Assented to
JOHN C. FERGUSON
MURRAY WARNER
} Associates.



No. 623

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3rd ASST. SECRETARY.
JAN 12 1905

Consulate-General of the United States,

Shanghai Dec 17, 1904.

Mr. Goodnow

To the Department of State.

Ans by tel
Jany 20/05

Subject:

Law cases.

reporting the Consular Court case of Lee Yuen Hench vs Montrose K. Newman.

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vs Newmans.

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CHIEF CLERK,
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Department of State.

No. 623

Consulate-General of the United States,

Shanghai, Dec. 17th, 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith papers in the suit of Lee Yuen Korch vs Montrose K. Newman

and papers in the criminal suit of Lee Yuen Korch vs M. K. Newman.

I also hand you a copy of the bond to keep the Peace which I required M. K. Newman and R. H. Newman to sign on Nov. 17th. There is with it a copy of a letter which was brought to me by the Belgian Consul General as written to a Belgian subject by M. K. Newman. I sent for Mr. Newman who came with his brother R. H. Newman; and both were so violent in their threats against the man Delarbre that I put them under bonds to keep the Peace.

These young men came here with very little money and have succeeded in getting into debt, mostly to Chinese, to the extent of fifteen to twenty thousand taels with very little assetts. They are charged with obtaining money under false pretenses by means of forged contracts and receipts. Altogether it is a very bad business and discreditable to Americans.

I am, Sir, your obedient servant

John Goodnow

Consul General.

Order to answer (C O P Y)

In the Court of the United States Consulate-General, at Shanghai, China.

SHANGHAI, Nov. 14th 1904

Between Lee Yuen Horch *Plaintiff.*

and

Montrose K. Newman. *Defendant.*

To the Marshal of the said Court.

You are hereby directed to serve a copy of the hereunto attached petition, and of this notice, upon the Defendant M.K.Newman, if found within this Consular jurisdiction, and notify him to appear in this Court on the 19th day of Nov. A.D. 1904, at 10 o'clock a M. to file his written answer thereto on Oath.

Given under my hand and the Seal of the Consulate-General at Shanghai, the day and year first above written

(Sgd) J. Goodnow, (L.S.)

Consul-General.

of Shanghai.

_____ Plaintiff.

vs.

_____ Defendant.

ORDER TO ANSWER

Served _____

_____ 190____

_____

Marshal.

Return of Marshal _____

filed _____ 190____

_____

Clerk of Court.

(C O P Y)

IN THE CONSULAR COURT OF THE
UNITED STATES OF AMERICA
AT SHANGHAI.

Between

Lee Yuen Horch, Plaintiff

and

Montrose K. Newman, Defendant.

To
The Honorable John Goodnow, Esquire, Consul and Judge of the Court.

The petition of the above named Plaintiff humbly showeth:-

1. That he is a Chinese subject and that the Defendant is an American citizen who carries on business under the style of International Commercial Company Incorporated and within the jurisdiction of this Court.

2. That the Defendant is indebted to the Plaintiff in the sum of Taels 3362.32 for money lent to the Defendant or for money paid by the Plaintiff at the request and for the use and benefit of the Defendant at various times (in various amounts) between the 1st day of September and the 17th day of October last with the particulars of which the Defendant is familiar and a copy of which particulars will be supplied to the Court in due course.

3. The Defendant is also indebted to the Plaintiff in the sum of $921. being the balance owing by him to the Plaintiff in respect of the purchase of 200 bales of cotton sold by the Plaintiff to the Defendant on or about the 5th day of October 1904.

4. The Defendant is also indebted to the Plaintiff in the sum of Tls.5,000 being money paid by the Plaintiff to the Defendant on the 30th day of September last upon the faith of the untrue representation when made by the Defendant

to the Plaintiff that he the Defendant had ordered certain electric light machinery from the New York Export and Import Company and as part payment of the purchase price of such machinery which said sum of money has not been paid by the Defendant to the said The New York Export and Import Company as directed by the Plaintiff but has been converted to Defendant's own use.

Your petitioner therefore prays that Judgment may be given against the Defendant accordingly with interest and costs; and that he may have such other and further relief as to your Honorable Court may seem meet.

And your petitioner will ever pray.

Subscribed and Sworn to at
Shanghai this 12th day of
Nov. 1904. Before me.

(Sgd)

(C O P Y)

THE CONSULAR COURT OF THE
UNITED STATES OF AMERICA
AT SHANGHAI.

Between Lee Yuen Horeh, Plaintiff
and
Montrose K. Newman, Defendant.

I, Montrose K. Newman the Defendant in the above entitled action do hereby confess judgment therein in favour of Lee Yuen Horeh for the sum of Tls.8362.32 and Mexican Dollars 921 and do authorize judgment to be entered against me therefore with legal interest and with costs and court fees. This Confession of judgment is for debt justly due and owing to the Plaintiff to wit:-

Tls.3362.32 advanced by the Plaintiff to me by honouring Compradore orders of various amounts drawn by me upon him between the dates in the petition in this suit mentioned Mexican Dollars 921 the balance of purchase money owing by me to the Plaintiff for 200 bales of cotton purchased by me from the Plaintiff as in the petition in this suit mentioned. Tls. 5,000 paid by the Plaintiff to me as part payment of certain electric light machinery at the date when such payment was ~~made~~ represented by me to the Plaintiff to have been ordered but which machinery had not as a matter of fact then been ordered which said sum has not been used by me for payment of the said or any machinery.

I acknowledge that all moneys standing to my credit or the credit of the Ningpo Electric Light Co. in the books of the International Banking Corporation are as a matter of fact part of the said sum of Tls.5,000 so paid by the Plaintiff to me as aforesaid.

I also acknowledge that the Compradore's agreement dated the 20th August 1904 and made between the Plaintiff and myself

has this day been determinedbu mutual consent.
I also acknowledge that I have this day given up all my interest in the scheme for the supply of electric light to Ningpo and that I shall not at any time hereafter claim or interfere with the carrying out by the Plaintiff or any other person of the said scheme. Similarly all my interest in any contracts made in connection with such said scheme ceases from date.

(Sgd) M.K.Newman.

Montrose K. Newman being duly sworn says he is the identical person who signed the above statement and that he is indebted to the said Plaintiff Lee Yuen Horch in the said sums of Tls.3362., Tls.5,000 and Mexican Dollars 921 in the said statement mentioned and that the facts stated in the above Confession and Statement are true.

(Sgd) M.K.Newman.

Subscribed and Sworn before me
this 14th day of November 1904.

(Sgd) James W. Davidson, (L.S.)
American Consul.

(C O P Y)

IN THE CONSULAR COURT OF THE UNITED STATES OF AMERICA,

at Shanghai.

Between Lee Yuen Horeh, Plaintiff

and

Montrose K. Newman, Defendant.

Judgment having been confessed in the above named case by the Defendant in favour of the Plaintiff for the sum of Taels 8362.32 and Mexican Dollars 921 and also for legal interest costs and Court fees.

It is hereby ordered and adjudged that the Plaintiff do recover against the Defendant and that the Defendant do pay to the Plaintiff the sum of Taels 8362.32 and Mexican Dollars 921 and his costs of suit and Court fees and interest thereon from the date hereof to the date of payment at the rate of 7 per cent per annum.

In witness whereof I have set my hand and official seal this 14th day of November 1904.

signed J. Goodnow

Consul General for the
United States of America at Shanghai
Acting Judicially.

(C O P Y)

IN THE CONSULAR COURT FOR THE

UNITED STATES OF AMERICA

AT SHANGHAI.

Between Lee Yuen Horch, Plaintiff

and

Montrose K. Newman, Defendant.

To the United States Consular Court.

Lee Yuen Horch Petitioner solicits the attachment of Taels 8362.32 Shanghai sycee and Mexican Dollars 921 of the property of Montrose K. Newman, Defendant, in a suit commenced to-day before this Court for the following reasons: viz.

1. That the Defendant has admitted that he is indebted to the Plaintiff in the sums of Tls.3362.32 and $921 mentioned in the said petition and that he has not applied the sum of Tls.5,000 in the said petition mentioned in the manner directed by the Plaintiff.

2. That it is feared that unless an attachment is issued the Defendant will dispose of his property with the intention of defeating the Plaintiff's just claims.

Subscribed and Sworn to at)
)
Shanghai this 15th day of) (Sgd) Lee Yuen Horch.
)
Nov. 1904. Before me)

United States Consul
Acting Judicially.

(C O P Y)

Shanghai, November 15th 1904.

Sir:-

Lee Yuen Horch v Newman.

We have to, request, that a writ of execution, may issue from the U.S.Consular Court, against the property of the Defendant in this suit, for the amount mentioned in his confession of judgment, together with the costs of the suit etc. We should like the execution to be levied on the defendant's furniture in his office at Shanghai, and also at Ningpo, including at the latter place some electric lights bought by the Defendant with money lent to him by the Plaintiff.

Execution should also be levied on the furniture of the Defendant, at his private residence, in Shanghai, and should any claim to the same be made by his wife or brother, its validity may be determined by the Court on the hearing of any proceedings taken in respect of it.

We have the honor to be, Sir?

Your obedient servant,

(Sgd) Drummond White Cooper & Phillips. Donald Hanna & de Cruz

The Hon. John Goodnow, Esq.,

Consul General for the United States of America.

(C O P Y)

In the U.S.Consular Court :
: s.s.
Shanghai, China. :

In Lee Yuen Horeh vs M.K.Newman.

At the request of the Plaintiff, agreed to by the Defendant, order is hereby issued to sell at public auction, with not less than seven days advertisement in two daily papers in Shanghai, all the household effects in the residence #14 Markham Road in the International Settlement, Shanghai; and such personal effects in the same premises as are not exempt: and to credit the proceeds of such sale on the judgment already granted in above case and on the execution already issued therein.

In witness whereof I have hereunto set my hand and seal this 29th day of Nov. 1904 at Shanghai, China.

(Sgd) John Goodnow,

Consul General,U.S.A.

Acting Judicially.

(C O P Y)

CONSULAR SERVICE, U. S. A.

Shanghai, Dec. 10th 1904.

The furniture in the office of the "International Commercial Co. Inc." at 22 The Bund will be held under the execution of Lee Yuen Horeh subject to R. H. Newman's right to by in suit for recovery before 14th 1904.

(Sgd) John Goodnow,

Consul General, U.S.A. (L.S.)

Acting Judicially.

(Copy)

In the United States Court for the Consular District of Shanghai.

AFFIDAVIT.

Personally appeared Lee Yuen Horeh who makes oath that on thirtieth day of September 1904 Montrose K. Newman at Shanghai, China obtained from the Complainant the sum of Five thousand taels Shanghai Syees by means of the false pretence that certain electric light machinery had been ordered by him from the New York Export and Import Company.

Subscribed and sworn to before me this

12th day of November 1904

李芸藝

(Sgd) John Goodnow (Sgd) Lee Yuen Horeh

S.) *Consul General.*

Writ.

In the United States Court for the Consular District of Shanghai.

SHANGHAI, 12th Nov. 1904.

THE UNITED STATES.

versus

M. K. Newman

Charge of Obtaining money under false pretences

To the Marshal of the said Court.

You are hereby commanded to bring before me the body of M.K.Newman if found within this Consular Jurisdiction, to answer upon a charge of obtaining money under false pretences And of this Writ make due return.

(Sgd) John Goodnow, (L.S.)

U. S. Consul General.

Judge.

Arrested Dec 12 1904.
Released on his own recognizance + to be paid into the consulate $1,800. of the money to be gotten from Lee Yuen-hsieh

DESCRIPTION.

Vessel _____

Height _____

Complexion _____

Eyes _____

Hair _____

Age _____

Marks _____

(C O P Y)

No.218 R E C E I P T.

Shanghai, Sept. 30, 1904.

Received of Lee Yuen Horeh the sum of Taels Five Thousand only being part payment on Electric Light Machinery ordered from New York Export & Import Co.

Tls.5,000.00 INTERNATIONAL COMMERCIAL CO. INC.

(Sgd) M. K. Newman.

Purchase price Tls.40,000.00

(C O P Y)

Hon. John Goodnow,

Dear Sir:

We desire to state that this Company made no contract with M. K. Newman of the International Commercial Co. for the supplying of Electrical Machinery.

We estimated for the same but the amount of our estimate was not Tls.40000 as stated by M. K. Newman.

Very truly,

The New York Export & Import Co.

(Sgd) C. L. Virgil.

Manager.

(C O P Y)

CONSULAR SERVICE, U. S. A.

Shanghai, Dec. 10th 1904.

I hereby certify that on the seventh day of December 1904, in the presence of J. W. Davidson and George A. Derby, I formally notified Montrose K. Newman to appear in the U. S. Consular Court at 10 o'clock a.m. on the tenth day of December 1904 to answer to the charge of obtaining money under false pretences from one Lee Yuen Horch, on which charge he had been admitted to bail on Nov. 12th 1904.

(Sgd) John Goodnow,

Consul General, U.S.A.

Acting Judicially.

We bear witness to the above.

(Sgd) Geo. A. Derby,

" James W. Davidson.

M.K. Newman failed to appear for trial and a warrant was issued for his arrest but he has not been found to this date - Dec 17/04

(C O P Y)

Shanghai, Nov. 17th 1904.

We hereby bind ourselves under a penalty of One thousand taels Shanghai Sycee, to keep the peace toward all men in Shanghai and in China during the term of six months from this date.

(Sgd) M.K.Newman

" Royal H.Newman.

Signed and acknowledged before me this 17th day of Nov. 1904 at Shanghai, China.

(Sgd) John Goodnow,

Consul General, U.S.A.

Acting Judicially.

(C O P Y)

International Commercial Co.,Inc.

Shanghai, Nov. 15, 1904.

R. Delarbre:

Your action during the last few days, have shown you to be the most despicable character it was ever my misfortune to meet, after coming to me for assistance after you had swindled all those you could call friends, shows you to be a dirty low lifed scoundrel. You accepted my money and food and when you thought you saw an opening to ruin me, you did your damndest to do it. Well you have not succeeded and what is more the very first time that I meet you face to face I will lick you within an inch of your life, you can read, so don't make any mistake about this.

I am wasting time and paper in writing to you--you dirty Son of a Bitch.

(Sgd) M.K.Newman.

Use this paper if you want to on your mouth, that is your ass. Show it to your friends.

( )

International Detective Bureau, Inc.

Branch, Dec. 19, 1924.

Returns:

Your notice during the last few days, that
shows you to be the most dangerous character it was ever
my misfortune to meet, after coming to me for assistance
after you had swindled all those you could call friends,
shows you to be a dirty low lived scoundrel. You accepted
my money and took and when you thought you saw an opening
to ruin me, you did your damndest to do it. Well you have
not succeeded and what is more the very first time that I
see you face to face I will flay you within an inch of
your life, you can read, so don't make any mistake about
it.

I am wasting time and paper in writing to
such--you dirty dog of a thief.

(Sgd) J. Newman.

Use this paper if you want to or your mouth. That is your
only. Show it to your friends.

INDEX BUREAU RECD. JAN 18 1905 DEPT. OF STATE
CONSULAR BUREAU JAN 19 1905 DEPARTMENT OF STATE
3rd ASST. SECRETARY JAN 19 1905

No. =

Consulate-General of the United States,

Shanghai Dec 21, 1904.

Mr. Goodnow

To the Department of State.

Ans by form Jany 20/05

Subject:

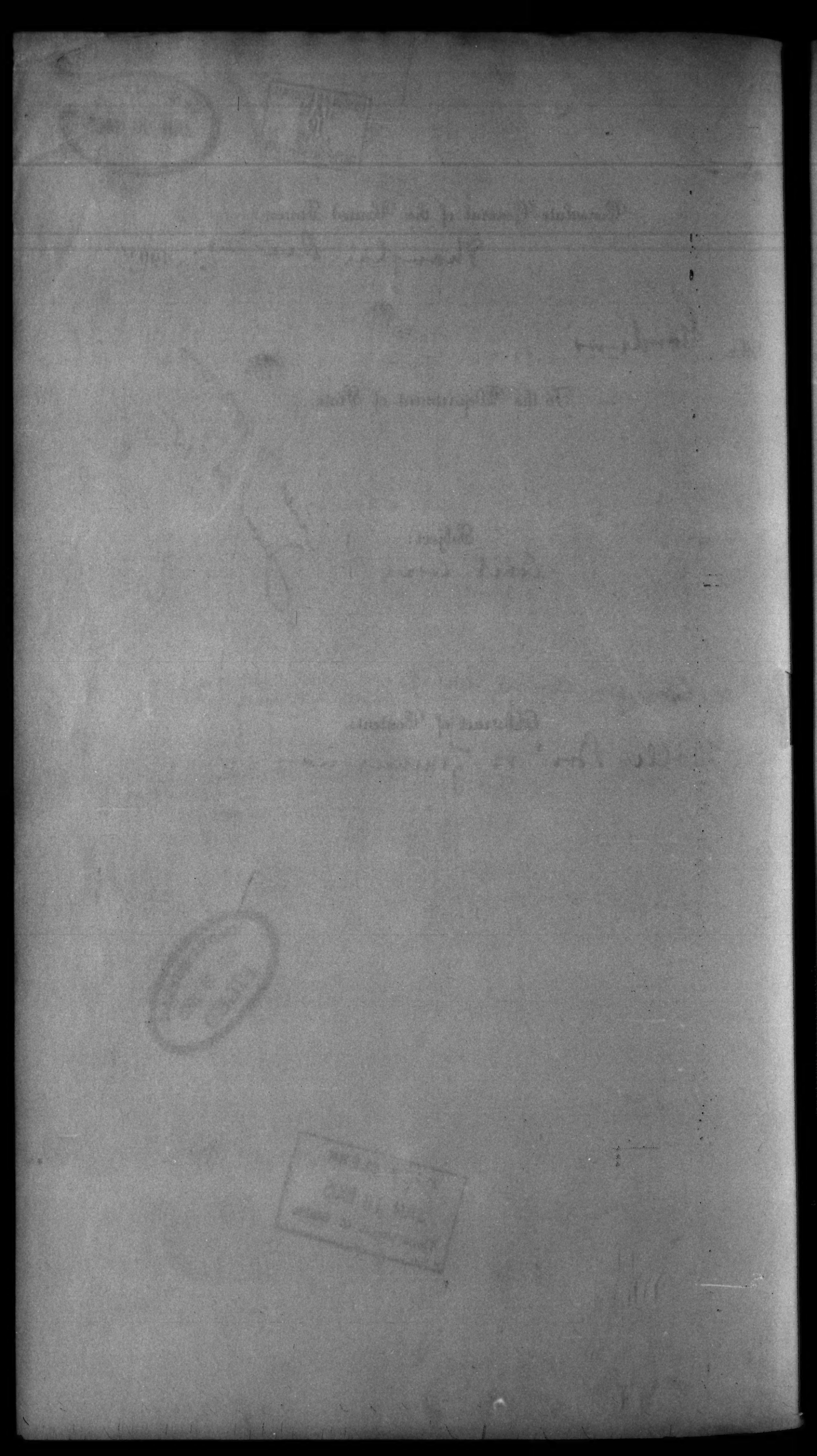
Court Case

Inclosing the Consular Court case of

Abstract of Contents.

Moller Bro's vs Zimmerman

INDEX BUREAU JAN 21 1905 FILED
CHIEF CLERK, JAN 18 1905 Department of State.



No. 1

Consulate-General of the United States,

Shanghai, Dec. 21st, 1904, 190 .

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith, in duplicate, the testimony in Moller Bros. vs Zimmerman.

I also hand you a copy of an Editorial of the North China Daily News on the verdict.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

Editorial

SHANGHAI, 29TH DECEMBER, 1904.

THE LUCIA CASE.

It was by no means an easy task that the U. S. Consul-General, Mr. John Goodnow, had before him when the time came for him to deliver judgment in the Lucia case, which he did on Thursday last. The Lucia was a barque carrying about 1,000 tons, of which Messrs. Moller Bros. of Shanghai were agents and part owners. She was chartered in August last for a voyage from Shanghai nominally to Newchwang by Messrs. S. E. Schwartz and S. Zimmerman, the latter being an American citizen, the charterparty being signed by Messrs. Moller Bros. and Mr. Schwartz. She sailed hence on the 27th of August, and unaccountably got very near to Port Arthur, when she was blown up by a mine or torpedo, only one man of all on board being saved. This occurred on the 10th of September, and when the news of her loss was confirmed, Messrs. Moller Bros. claimed from Mr. Zimmerman, Mr. Schwartz having left Shanghai, the agreed value of the ship, Tls. 16,000, to recover which sum they brought action in the U. S. Consular Court.

The freight for the voyage was fixed at Tls. 7,000, which was paid before the vessel sailed, and in the original charterparty there was the following provision: "Should the vessel be captured, or sunk either by mines, torpedoes, shell fire, collisions, or in any manner of a warlike description (from the day she leaves Shanghai), charterers are to indemnify the owners with an immediate cash payment of sixteen thousand taels Shanghai sycee." The vessel being lost, Moller Bros. went to Mr. Zimmerman and asked him for the stipulated indemnity of Tls. 16,000. The latter, who appears to have had some idea that the Tls. 16,000 included the freight money. Tls. 7,000, which had been paid already, offered the balance, Tls. 9,000, which Moller Bros. refused to accept. Hence the action.

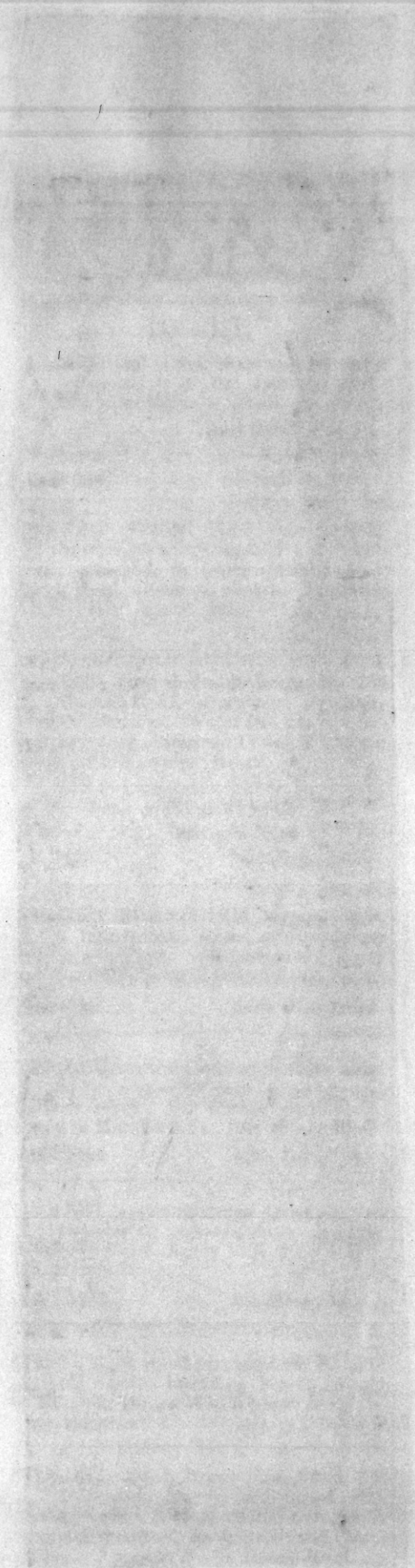
It came out in evidence that two charterparties were signed, one on the 20th and the second on the 25th of August, the latter being the operative one. Mr. Zimmerman's defence was: first, that the charterparty was not signed by him, or by S. E. Schwartz & Co., which might possibly be held to bind him, though there was no real partuership between Schwartz and himself, but by S. E. Schwartz alone; and secondly, that there was no clause in the charterparty stipulating for an indemnity of Tls. 16,000. There was originally such a clause in the charterparty, but it was struck out at Mr. Zimmerman's request. This defence is so good, that a judge with less acumen than Mr. Goodnow, less power of penetrating to the bottom truth of the case, would probably have given the decision in favour of Zimmerman, and he would have seemed to be right. Mr. Goodnow's decision is a proof, as we have noted in previous instances, of his strong common-sense and determination to get at the equity of the case; and he is very heartily to be congratulated on it. As Law claims to be the perfection of common-sense, Mr. Goodnow showed himself in this judgment a first-class lawyer.

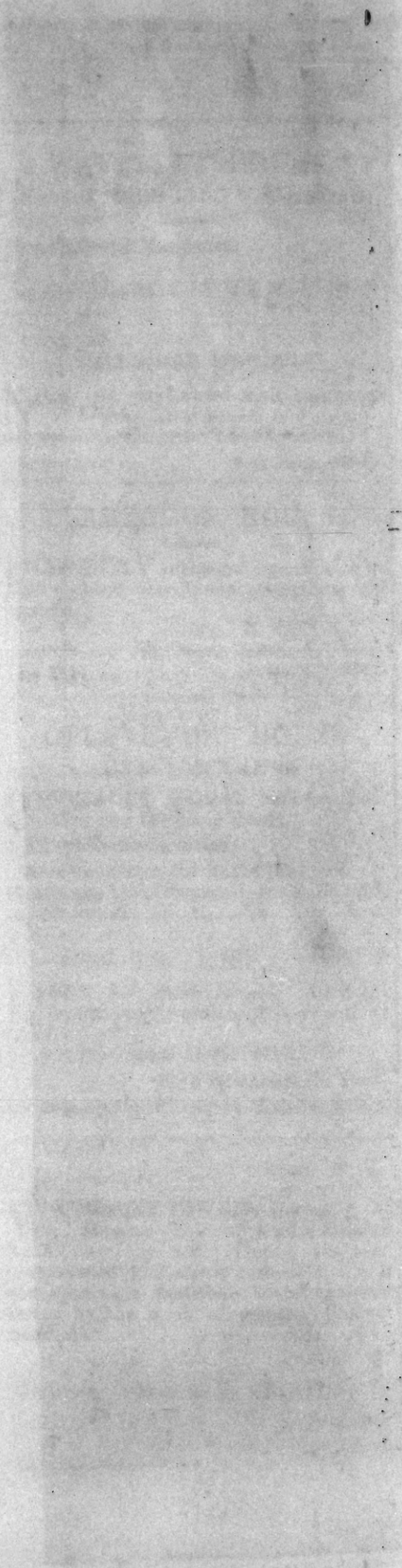
In dealing with the defence that

Mr. Zimmerman did not sign the charterparty, Mr. Goodnow laid great weight on the uncontradicted evidence of the plaintiffs, and it is noted that the charterparty of the 20th of August is signed by S. E. Schwartz & Co., and there is no attempt to suggest that there was any other "Co." but Zimmerman, who took the prominent part in arranging the charter. The uncontradicted testimony of E. Moller was "that Zimmerman, whom he had also known as 'Jacobs,' asked to have the contract in the name of Schwartz, 'as he (Zimmerman) did not wish to be known in the transaction,' and that Zimmerman told Schwartz to sign the charterparty, but declined to sign himself, but said: 'You can trust me in this business;' and that Schwartz excused Zimmerman from signing by saying that he (Zimmerman) was too illiterate, i.e., knew too little English." John Moller entirely corroborated his brother, and testified that all the negotiations for the chartering of the Lucia were carried on by Zimmerman. The judgment points out that it is antecedently improbable that the plaintiffs would have put their whole reliance on Mr. Schwartz, who was recently bill-collector of a local hotel. "It is in the records of this Court that Schwartz about two years ago was a runner for a hotel in Shanghai. This is an honourable calling, but not one which gives credit in large commercial transactions unless another party is considered as principal."

As regards the second defence, the evidence of the Mollers was uncontradicted that the second charterparty as well as its predecessor contained the indemnity clause, but that it was struck out at the request of Zimmerman, who said that he did not want it to appear in the charterparty, but would 'give a separate undertaking to the same effect. The Mollers accepted this promise; but the undertaking, when given, was not in the same terms as the deleted clause, and the plaintiffs declined to accept it. When the news of the loss of the vessel was confirmed, Zimmerman, as we have already said, practically acknowledged his responsibility by offering the plaintiffs Tls. 9,000, which they refused to accept in full settlement.

No one who has read the case can doubt that real justice was satisfied in the judgment, after full consideration. Mr. Goodnow says: "The testimony of J. and E. Moller must be considered under the fact that they are interested parties. It is the opinion of the Court, taking into account their general reputation, their manner on the witness stand, and the corroborating circumstances and documents, that their uncontradicted testimony is worthy of credence; and that all the facts taken together establish the claim that "S. E. Schwartz" is signed for and must bind S. E. Schwartz and Zimmerman, and S. Zimmerman is liable to a creditor for the debt of the partnership." Mr. Goodnow accordingly gave judgment for the plaintiffs for Tls. 16,000, interest, and costs of the Court; in which the associates concurred. It is a pleasure to those who find that strict law and substantial justice are sometimes in conflict, to come across a judgment which the plain man must acknowledge to be entirely satisfactory, and which the lawyer must acknowledge to be good law.





Law Reports.

U.S. CONSULAR COURT.

Shanghai, 12th November.

Before the Hon. JOHN GOODNOW, Consul General, and Messrs. MURRAY WARNER and J. C. FERGUSSON, Associates.

MOLLER BROTHERS V. S. E. SCHWARTZ AND S. ZIMMERMAN.

Mr. H. E. Lamme appeared for the plaintiffs and Mr. F. M. Brooks appeared for the defendant S. Zimmerman.

The following was the defendant's answer to the plaintiff's petition:—

Now comes S. Zimmerman one of the above named defendants, and for answer to the p'aintiffs' petition herein, admits, denies and alleges.

1.—Admits the allegations set forth in paragraphs one and two of said petition.

2.—Denies that during the month of August 1904 or at any other time he represented to said plaintiffs that he was a partner of, or doing business under the firm name of S. E. Schwartz & Co. with S. E. Schwartz or otherwise, and denies that he as a partner of S. E. Schwartz & Co. or otherwise stated to plaintiffs that he was desirous of chartering a vessel as set forth in paragraph 3 of plaintiff's petition.

3.—Denies that S. E. Schwartz signed the charter party or contract, set forth in plaintiffs' petition on behalf of defendant Zimmerman or in behalf of defendants Schwartz and Zimmerman, doing business as S. E. Schwartz & Co. or otherwise, except as defendant believes, and so alleges the fact to be on behalf of S. E. Schwartz individually.

4.—Denies that he at anytime or at all ratified the contract set forth in plaintiffs' petition, as the contract of said Schwartz and Zimmerman doing business as S. E. Schwartz and Co. or otherwise and denies that he ever treated said contract as a binding obligation of himself, or otherwise than the contract of S. E. Schwartz individually.

5.—As to the allegations set forth in paragraph 6 of plaintiff's petition this defendant has no sufficient knowledge thereof and therefore denies the same.

6.—Defendant denies that he as one of the defendants in the above entitled action or otherwise or at all ever entered into any contract or charter party with the plaintiffs as set forth in plaintiffs' second cause of action.

7.—Defendant denies each and every allegation not specifically admitted or denied herein.

F. M. Brooks being duly sworn on behalf of S. Zimmerman deposes that the matters set forth in the foregoing answer are true as he verily believes and said S. Zimmerman being too ill to make oath to same.

In reply to the Court, Mr. Brooks said that he had no objection to the admission of the charter party put in as Exhibit A.

Mr. Lamme then said that he would now call Mr. John Devine as his first witness.

Mr. Brooks said that he understood that this witness was called to prove the loss of the ship, but though there was no allegation in the answer to that effect it might be assumed that the loss was admitted.

Mr. Lamme said that he would like Mr. Devine to tell the story himself since there was no allegation in writing that the loss was admitted.

His Honour after reading paragraph 5 of the petition asked Mr. Brooks if he admitted that the Lucia was blown up by a mine or torpedo without any negligence on the part of the plaintiffs and on Mr. Brooks replying in the affirmative Mr. Devine's evidence was dispensed with.

Mr. August Muller sworn stated that he was connected with the firm of Diederichsen, Jebsen and Co. and was engaged in the import and export business. He was not engaged in any shipping business. He knew both the defendants and had known them since July last, though he had seen Zimmerman for a few minutes in April 1903. Witness knew that Schwarz and Zimmerman were together in business. Witness's firm only did business with Zimmerman. Schwartz sometimes called at their office together with Zimmerman, but they had business only with Zimmerman. Witness knew the ship Unison.

Mr. Brooks objected to this question as there was no mention in the pleadings with regard to the Unison. They only had to do with the Lucia.

His Honour said that if the defendants dealt with one ship as partners it did not follow that they were also partners in other ships.

Mr. Lamme said that the defendants did business together with the Unison.

The Court over-ruled the question.

Mr. Brooks intimated that he did not wish to cross-examine Mr. Muller.

John Moller sworn stated that he was a partner in the firm of Moller Brothers, who were shipping agents and general merchants. He had known Schwartz since Schwartz was bill collector to the Hotel des Colonies. He had known Schwartz for the last two or three years. He had known Zimmerman since June or July 1904.

What was your first business transaction with Schwartz and Zimmerman?

Mr. Brooks objected to this question for the reason that no matter how many transactions they might have had the charter of the Lucia was quite a distinct transaction. They were before the Court under a written charter party or contract entirely by itself. The original petition alleged the charter party and the two amended petitions also alleged the charter party. On the hearing of the demurrer his friend stated that that was the only contract they relied upon. Counsel submitted that other transactions had absolutely no bearing on the present case. If they alleged that his client had made representations with regard to this particular ship, Counsel would offer no objection as he had the right of moving for the dismissal of the case. But he did object to any reference to any other transaction with had absolutely no bearing whatever on this case. He was not prepared to go into other transactions. The rule of this Court stated that the evidence must be confined to the pleadings and very strictly too. His friend was going entirely out of the transaction which was the subject matter of this suit. He objected to the question on all these grounds and if the question proved anything it tended to disprove the case.

Mr. Lamne said that the defendants denied that in July or at any time they had entered into any contract with the plaintiffs—

His Honour said that he would hear the evidence on this point subject to Counsel's motion to have it struck out of the record.

Mr. Moller continuing in his examination-in-chief said that in July 1904 the first business transaction was put to his firm.

What was the transaction?—Schwartz and Zimmerman chartered the steamer Unison and witness's firm acted as agents for the steamer, and cleared her for Newchwang. There was no written charter party. The charter money was paid in cash and the defendants took the word of Moller Brothers, who were trusted to the extent of Tls. 100,000.

His Honour said that all the testimony of this witness with regard to the steamer Unison would be struck off the records.

Mr. Lamme asked the Court to note his objection to this.

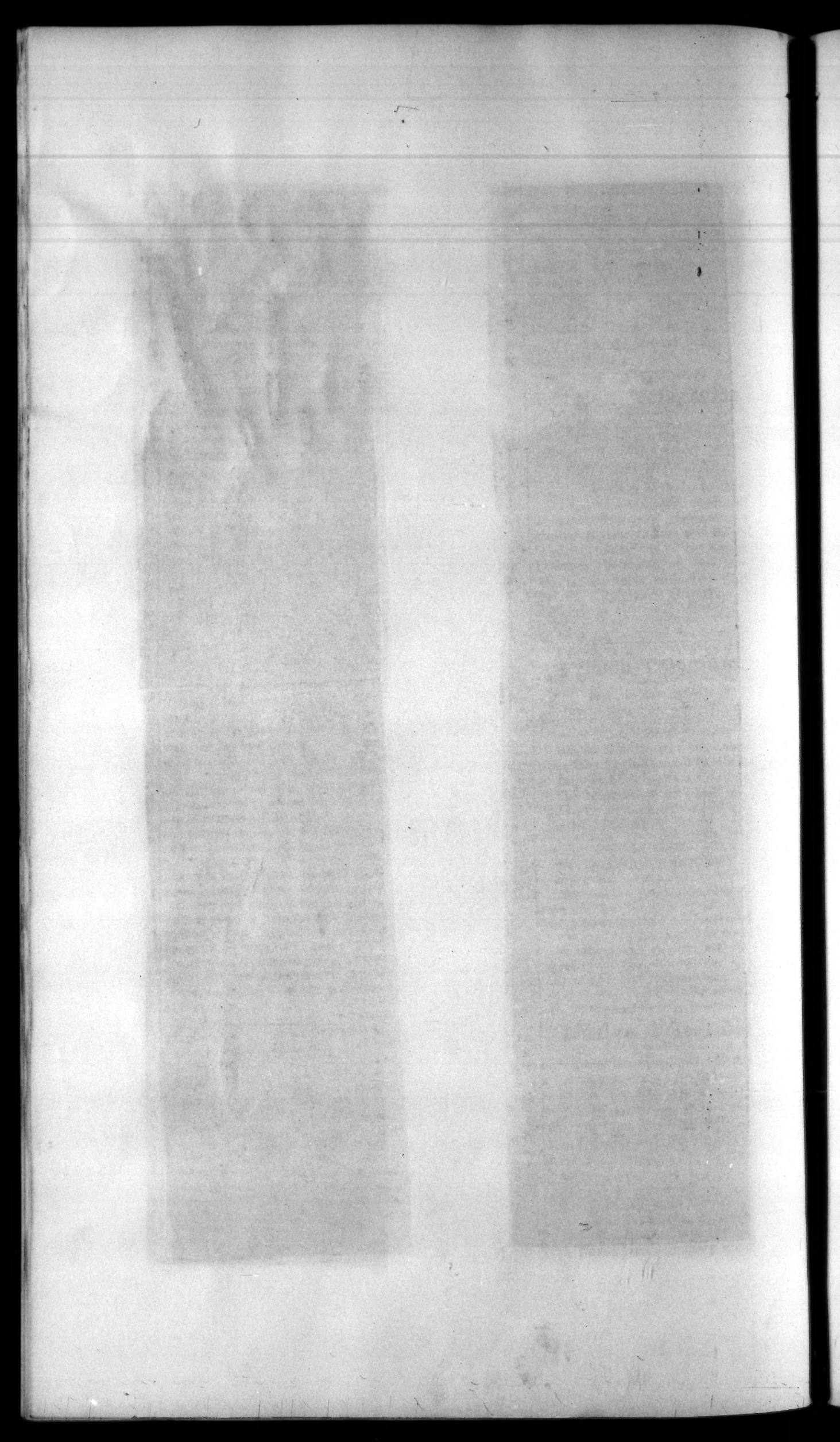
Mr. Moller, continuing in his examination-in-chief said that the first conversation they had with regard to the Lucia was during the time that they were loading the Unison; that would be about the first part of August last. This conversation was held with Zimmerman and Schwartz. The first conversation was held with Zimmerman. The conversation took place in the office of Moller Brothers in Hankow Road. Witness and his brother were present. The next conversation when Schwartz came in took place later. At first defendants wanted to buy the Lucia and witness named his price. This did not suit Zimmerman and he then said that he would charter the ship. This was about the 20th August. It was prior to the charter party. Witness, his brother, Schwartz and Zimmerman were present.

Why did Schwartz sign this charter-party?

Mr. Brooks objected to this question on the ground that all verbal negotiations and agreements were merged in the written agreement. If the Court had any doubts on this point Counsel was prepared to submit the best authorities in the land.

His Honour said that the question was to prove that S. E. Schwartz & Co. was really Schwartz and Zimmerman.

Mr. Brooks said if the charter party was signed by S. E. Schwartz and Co. there would be no question and oral evidence would be admissible to show who were S. E. Schwartz and Co. But when the contract was signed by Schwartz alone no evidence was admissible to contradict the contract. They could not vary the terms or explain the terms of a contract by oral evidence. It would be well for the Court to refer to the California case he had quoted. That was a very late decision of Chief Justice Beattie in which all the other Judges of the Supreme Court of California concurred. It was a unanimous decision. That case was on all fours with this. (Counsel here read a portion of the decision quoted by him.) In the present case this witness said that Zimmerman was present yet he did not sign the contract which was signed by S. E. Schwartz and they now sought to ingraft Zimmerman's name into the contract. They could have done so at the time Schwartz signed his own name to it. There was no excuse for omitting the name of one of the parties then to omit the most important stipulations. That was the law everywhere. He would give a personal illustration. The other day he wanted to take a house which suited him but the landlord wanted a lease for one year. Counsel also wanted to rent an office but the owner wanted to bind him for two years. Why so? It was plain that these people wanted to avoid future controversies by binding the parties to a written contract. They intended to bind both Zimmerman and Schwartz yet they had only the name of the latter on the contract. If such a thing was allowed they would be opening the door to no end of controversies. Counsel had quoted only one Supreme Court decision but he had others in far stronger language.



Mr. Lamme said if he had been allowed to proceed, his next question would probably have eliminated all these arguments. He would now ask witness whether Zimmerman requested Schwartz to sign the contract.

Mr. Brooks said that his friend was putting a leading question.

Mr. Lamme then asked what was said at the time of the signing of the contract.

Mr. Brooks said if the answer to that question came as he expected it would simply fortify his case. There must be ambiguity in the contract to justify extraneous evidence. All conversations or verbal understanding were merged in the contract and oral evidence was not admissible to engraft any thing upon it. As a general rule there must be ambiguity as to the terms used by the parties to justify any evidence to clear the obscurity. Was there any obscurity when they had Schwartz signing the contract with the other party present at the time. When a person signed his individual name to a contract no oral evidence could be admitted to vary, contradict or add any additional term. Counsel was not seeking to prevent plaintiffs from recovering from Schwartz who had already offered to pay Tls. 9,000, Counsel was only seeking to protect a man whose name was not on the contract.

Mr. Lamme contended that the case quoted by his friend showed simply an attempt to hold a man responsible for the purchase of real estate without putting the contract in writing. Under the Statute of Frauds the agreement must be in writing. In this case Counsel set up that they had a written agreement which was signed by S. E. Schwartz for Schwartz & Co. Counsel proposed to show that Zimmerman and Schwartz went together to his clients' office and jointly made this agreement. They made the agreement and not Schwartz individually. The agreement could be signed by any body or a mark put on it, yet it bound the people who were personally liable. What was the purpose of Zimmerman and Schwartz going personally to Moller Brothers and when they came to an agreement Zimmerman simply told Schwartz to sign it. Counsel did not care if the agreement was not signed at all. When Moller Brothers placed their property at the disposal of these people on the face of this contract, it was not only good law but good moral and good conscience to stand by this agreement. The Supreme Court of the United States had held that if a man stood by and heard or saw a contract being signed in his name without disavowing it, he was bound by it. The second cause of action was a verbal contract, which was parol evidence and just as good.

Mr. Brooks said that the second cause of action hardly required any argument. This witness had admitted that the contract was signed by Schwartz in his presence and that of his brother and also of Zimmerman. The Court required people to come with clean hands, but if they did equity they must also seek equity. There was nothing in the second cause of action about a common count. When the demurrer was sustained the second petition was filed and that had also nothing to do with a common count. To avoid future controversies Counsel asked whether his friend relied upon that contract and he replied in the affirmative. This witness testified that there was a written contract, and there was a certain clause in this contract in which they sought to recover the value of the ship. (Counsel here quoted a Supreme Court decision (1886) in which a party sought to recover certain commission under a contract but not only pleaded the contract but sought to add a common count).

His Honour said that he would not hear any more testimony with regard to what parties were bound by this written contract and what conversation took place prior to the signing of the contract which was signed by S. E. Schwartz. If Zimmerman was present and if he had said that he would bind himself by it, it was for the plaintiffs themselves to have it signed by Zimmerman also. In the terms of the contract the charterer was sometimes referred to in the singular and sometimes in the plural. In this contract the only evidence admissible was as to signature which was that of Schwartz. He would only take testimony of any conversation which took place after the signing of the contract as for instance the allegation which had been made as to some money having been paid on the charter.

Mr. Lamme said that they had another cause of action in which they simply set out that they had made a contract with Schwartz. They had a right to prove that as they had been placed in a somewhat doubtful position by the Court. Counsel maintained that the contract was made with Zimmerman and Schwartz, no matter who signed it. They robbed his clients of their money. The thing then turned out to be a verbal agreement which was just as good as a written one.

His Honour said that in his opinion the contract must be taken as that of Schwartz

Mr. Lamme said that there was no question as to the fact that these people made this contract and that they were intended to be bound by it. There was no question that Zimmerman offered Tls.9,000 instead of Tls.16,000 for the loss of the ship. There was no question that he paid Tls. 7,000 for freight.

His Honour intimated that he would hear evidence as to what happened after the signing of the contract.

Mr. Lamme said that he would offer proof by this witness as to the first cause of action. He would prove that the defendant jointly made this contract which was signed by Schwartz in the presence of Zimmerman with the intention of binding both parties.

His Honour over-ruled Counsel's contention and held that only the signature was binding.

Mr. Lamme took exception.

(To be continued.)

U. S. Consular Court.

Shanghai, November 12th 1904.

Before the Hon. John Goodnow, Consul General, and Messrs Murray Warner and J. C. Ferguson, Associates.

Moller Brothers v S. E. Schwartz and Zimmerman.

(continued from Saturday)

Mr. Moller, continuing, said that the contract was signed at their office. When the contract was signed they had already cleared the Lucia for Foochow. They had therefore to re-enter the ship at the Custom House. After signing the Charter Party they took their copy of it away.

His Honor--You say they?

Witness said that he could not recollect whether it was Zimmerman or Schwartz who took the charter party away. The Lucia began to load that day. Zimmerman was the man whom they looked to all the time. They talked the most with Schwartz because he acted as interpreter to Zimmerman came alone. The Lucia sailed about noon on the 27th August. His firm received $10,000 the equivalent of Tls. 7,000 for freight. Schwartz had this money in his pocket for a few days to pay for the freight. The money was in a native bank order and Schwartz handed it to Zimmerman and the latter handed it to witness. The money was paid to witness by Zimmerman. This happened in Zimmerman's house; when he went to Zimmerman's house the second copy of the charter party was then given to him. There was no change in the charter party. They asked him for another copy of the charter party for their use. This was handed to them on the 25th Agust and on the 26th they brought it back and wanted to make some changes in it. Witness' brother demurred and the Charter party was left in witness' office; at 6 p.m. on that day his brother told him to go to Zimmerman and see whether he would sign the Charter party as it stood, but Zimmerman wanted a clause struck out. The clause in question had regard to compensation in the event of the loss of the ship.

By the Court--Witness had already signed the Charter party

U. S. Consular Court.

Shanghai, November 12th 1904.

Before the Hon. John Goodnow, Consul General, and Messrs Murray Harper and A. C. Ferguson, Associates.

Wolter Brothers v S. R. Schwartz and Zimmerman.

(continued from Saturday)

Mr. Wolter, continuing, said that the contract was signed at their office. When the contract was signed they had already cleared the Lucia for Foochow. They had therefore to re-enter the ship at the Custom House. After signing the Charter Party they took their copy of it away.

His Honor--You say they?

Witness said that he could not recollect whether it was Zimmerman or Schwartz who took the charter party away. The Lucia began to load that day. Zimmerman was the man whom they looked to all the time. They talked the most with Schwartz because he acted as interpreter to Zimmerman came alone. The Lucia sailed about noon on the 27th August. His firm received $10,000 the equivalent of Tls. 7,000 for freight. Schwartz had this money in his pocket for a few days to pay for the freight. The money was in a native bank order and Schwartz handed it to Zimmerman and the latter handed it to witness. The money was paid to witness by Zimmerman. This happened in Zimmerman's house; when he went to Zimmerman's house the second copy of the charter party was then given to him. There was no change in the charter party. They asked him for another copy of the charter party for their use. This was handed to them on the 25th August and on the 26th they brought it back and wanted to make some changes in it. Witness' brother departed and the Charter party was left in witness' office; at 6 p.m. on that day his brother told him to go to Zimmerman and see whether he would sign the Charter party as it stood, but Zimmerman wanted a clause struck out. The clause in question had regard to compensation in the event of the loss of the ship.

By the Court--Witness had already signed the Charter party

in his office. He did not want to write it over again, as it would be too much trouble and as the ship had to sail the next morning, he struck the clause in question.

Mr. Brooks--This is apparently a new contract.

Mr. Lamme--It is not a new contract. Mr. Moller only struck out a clause from it.

Witness continuing said that four of them were present at the time of the signing of the charter. They were the Captain of the ship, Zimmerman, Schwartz, witness and his brother.

By the Court--Witness made no suggestion that the charter party should be signed by Zimmerman also. Schwartz translated the charter party into Russian for Zimmerman, who told Schwartz to sign it as he did not understand English.

Mr. Lamme said that after the charter party had been signed Mr. Zimmerman wanted a clause to be struck out.

His Honor said that Mr. Moller had testified that he had himself struck out the clause in question. These must therefore be considered the governing contract.

Mr. Lamme said that the document which witness had produced was not a contract but simply a copy. The evidence was that when this contract was signed no change whatever was made in it. It was afterwards that Mr. Zimmerman wanted the clause in question to be struck out for purposes of his own. He proposed to take out the clause which read:-

"Should the vessel be captured or sunk either by mine or torpedo, shell fire, collision or in any manner of a warlike description from the day she leaves Shanghai charterers are to indemnify the owners with an immediate cash payment of Tls. 16,000 Shanghai Sycee."

And substitute the following undertaking in its stead:-

"Amenda to Charter Party of the Lucia dated 25th August 1904.

"Between S. E. Schwartz and Co. charterers, and Moller Brothers, agents of the Lucia.

1. That should the vessel be seized by the Russians,

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And substitute the following underlining in its stead:-

"Amends to Charter Party of the Lucia dated 28th August 1904.

"Between S. P. Schwartz and Co. charterers, and Moller Brothers, agents ofthe Lucia.

1. That should the vessel be seized by the Russians,

charterers to pay the balance of Tls.9,000 at once immediately receipt of on news of the capture.

2. That should the vessel be taken by the Russian authorities or be detained or while in their possession be sunk, confiscated or suffer irreparable damage at the hand of either belligerent party S. E. Schwartz and Co. will reimburse the owners for the value of the vessel, here put down at Tls.16,000 This amount 00 be paid irrespective of any sum they may have received under the terms of the Charter Party or clause 1 of this amenda.

3. In the event ofthe vessel being detained by the Russian authorities over 30 days, demurrage to be charged at the rate of $120 per day, time to count from the date of seizure . This demurrage to count even should charterers pay for the value of the vessel after 90 days.

4. The vessel to be safely escorted outside the mine zone and left there with a clear sea and full papers from the Russian authorities confirming that she had been seized and cargo confiscated.

5. Custom House rice bond to be fully guaranteed by the charterers and they to pay in case Customs refuse to withdraw it."

And Mr. Moller refused to accept this. This was no contract at all.

His Honor--The testimony before the Court was that Mr. Moller himself and in his own hand struck out that clause.

Mr. Lamme said that there was no evidence that Mr. Moller had made that contract Mr. Zimmerman had agreed to pay for the vessel in case of loss, but he did not want the clause in question in the Charter Party and asked that it be substituted for a separate undertaking which he sent to Moller Brothers afterwards.

His Honor said that the document in question must be taken as the final contract.

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2. That should the vessel be taken by the Russian authorities or be detained or while in their possession be sunk, damaged or suffer irreparable damage at the hand of either belligerent party S. K. Schwartz and Co. will reimburse the owners for the value of the vessel, here put down at Tls.16,000 this amount to be paid irrespective of any sum they may have received under the terms of the Charter Party or clause 1 of this amends.

3. In the event of the vessel being detained by the Russian authorities over 30 days, demurrage to be charged at the rate of $120 per day, time to count from the date of seizure. This demurrage to count even should charterers pay for the value of the vessel after 30 days.

4. The vessel to be safely escorted outside the mine zone and left there with a clear sea and full papers from the Russian authorities confirming that she had been seized and cargo confiscated.

5. Custom House fine bond to be fully guaranteed by the charterers and they to pay in case Customs refuse to withdraw it."

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His Honor said that the document in question must be taken as the final contract.

Mr. Brooks suggested to the Court to ask Mr. Moller if that was the signature acknowledging the receipt of $10,000.

His Honor said that Mr. Moller had testified that that was his signature.

Mr. Moller on further examination said that he made no change in the contract. He did not agree to change anything, Mr. Zimmerman wanted to strike out the clause. He did not know why. Witness struck it out himself because Zimmerman promised to give him a separate undertaking. Witness made no change in the contract of the 20th August. The promised undertaking was handed to witness by Schwartz.

Mr. Brooks objected to the document in question being put in as it was signed by Schwartz and was not binding on Zimmerman. The Court would bear in mind that they were nottrying to rob the plaintiffs' money. They were neither seeking to prevent the plaintiffs from recovering their money. He had no objection to the document in question being put in as against Schwartz but not as against Zimmerman who did not sign it.

His Honor said that he understood that Schwartz had left Shanghai since this suit was instituted.

Mr. Brooks said that Schwartz had offered to pay Tls.9,000 to the plaintiffs and there was no evidence that he would not return to Shanghai and defend this suit. Plaintiffs would not be robbed, but Counsel objected to the document in question being put in to change a written contract. His client was not being sued upon the document which Counsel had never had any cognisance of and was taken quite by surprise. They could not bind his client to that document which he had never previously seen.

Mr. Moller, in reply to Mr. Lamme, said that he got the document in question from Schwartz who brought it to witness's office after the Lucia had left. When witness had compared it to the clause in the charter party and found the difference he refused to accept it. He never saw Zimmerman after the ship

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had sailed until he went to Zimmerman's house after loss ofthe ship. Mr? Zimmerman was ill and came down in his dressing gown. Witness informed him of the loss of the ship when he said that he would pay for it. Hesaid that he had given Tls.7,000 and would pay the balance Tls.9,000. After that Schwartz came to witness's office and offered Tls.9,000 and witness's brother refused to accept it. Schwartz did not say anything about the contract.

Cross-examined--Witness made no change in the contract of the 20th August. This was the charter party under which the ship sailed. When witness went to Zimmerman's house he said that he would give a cheque for the balance; on the same day Schwartz came and made the same offer. Witness refused it and wanted Tls.16,000.

How old is the Lucia?

Mr. Lamme objected to this question.

Witness said that the Lucia was built in 1869. She was a good composite ship. At the time in question the freight from Shanghai to Newchwang was about Tls.7,50 per ton, but witness charged Tls.7. The ship carried 1,000 tons. The freight was high on account of the risk incurred. Witness charged the market rate or what he couldget. Ships were not wanted then for Newchwang. Steamers were doing the run. He did not charge a high rate because he could not trust these people, but he charged a high rate owing to the danger incurred. There was no name on the native bank order for Tls.7,000 Schwartz had it in his pocket and laid it down on the table and Zimmerman picked it up and handed to witness. Zimmerman's name was not on the native bank order. As a matter of fact Schwartz did not purchase the Lucia. Moller Brothers were the owners of the ship. There was a receipt in the charter party fot the freight. The signature for Tls.10,000 was his. Witness signed the contract. in his office before the clause was struck out. He struck the clause out in red ink and then the contract was signed by Schwartz. Witness did not Zimmerman to sign it. As a

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Mr. Lamme objected to this question.

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matter of fact Zimmerman did not sign it. The contract was dated two days before the ship sailed. The $10,000 was paid on the 27th August. He received the bank order on the previous day. The money was paid after the clause providing for the payment ofthe ship in the event of her loss was struck out. The clause provided for the payment of Tls.16,000. They had no other contract but that of the 20th August.

At this tage the Court adjourned until Monday at 9 a.m.

Shanghai, 14th November.

On the Court resuming this morning Mr. Lamme said that he would now call Mr. E. Moller, but he reserved his right of re-examining Mr. John Moller later on.

Eric Moller sworn stated that he was a British subject residing in Shanghai. His firm's name was Moller Brothers; his business was mostly shipping. He had Zimmerman and Schwartz since June or July last, though he had seen then before. He had a shipping transaction with them in July last.

Mr. Brooks objected to any reference to that transaction.

His Honor said that he would overrule any reference to the Unison.

Mr. Lamme said that he wished to show that the defendants acted thgether in a previous matter.

Mr. Brooks objected to it and his Honor sustained the objection.

Mr. M. Lamme took exception to the ruling.

Eric Moller continuing said that in July last they had a certain shipping transaction with the defendants, at the close of which defendants approached them with regard to the Lucia. They asked them if they would like to sell that ship. Defendants came together. Witness named the price adding that his mother pais £4,000 for the Lucia about 10 years ago. They thought the price was too high, and proposed to charter the ship. By "they" he meant Schwartz & Co. They were so long in giving an answer that witness cleared the ship in the Custom house for Foochow. This brought the defendants at once to a decision

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and they took the ship on the terms set out in the charter party. Witness was the senior partner and all business had to pass through hishands. He wrote a rough copy of the charter party, leaving out thenames, showed it to the charterers and asked them whether they wanted the name of Jacob or Zimmerman inserted in it. Witness did this because Zimmerman has been introduced to him under the name of Jacob. He said that he did not wish to be known in connection with thés transaction and asked witness to insert the name of S. E. Schwartz in the contract. Witness read out the charter party and then gave it to his brother who made fair copies of it. A copy of the charter party was then sent to the charterers to see whether it was all right. The contract was brought back to witness's office and signed there. Witness signed it first and when the other party came to sign it witness asked Zimmerman if he would initial it and he replied "No, but you can trust me. We have had so much business together and I can trust you, so you must trust me." Witness said that they were young people and each owned only a fourth share of the ship together with sisters.

Mr. Brooks objected to this evidence unless the Court was only listening to the story and would strike it off the record afterwards; all that witness had said occurred prior to the signing of the charter party.

His Honor said that he would allow it, but Counsel could move that it be struck off.

Mr. Moller said that he differed from Counsel that all this occurred prior to the signing of the charter. For their protection he asked Zimmerman to initial the contract but Schwartz said that Zimmerman was too illiterate and Zimmerman said that witness could trust him. Under the charter the ship was loaded on the 26th August; when they came in the afternoon of that day witness told them that the ship had been cleared. They came to ask for some copies of the charter party for some well known people in Shanghai and for people in Harbin (witness

well known people in Shanghai and for people in Berlin (witness and they took the ship on the terms set out in the charter party. Witness was the senior partner and all business had to pass through Schwartz. He wrote a rough copy of the charter party, leaving out Zimmerman, showed it to the charterers and asked them whether they wanted the name of Jacob or Zimmerman inserted in it. Witness did this because Zimmerman has been introduced to him under the name of Jacob. He said that he did not wish to be known in connection with this transaction and asked witness to insert the name of S. M. Schwartz in the contract. Witness read out the charter party and then gave it to his brother who made fair copies of it. A copy of the charter party was sent to the charterers to see whether it was all right. The contract was brought back to witness's office and signed there. Witness signed it first and when the other party came to sign it witness asked Zimmerman if he would initial it and he replied "No, but you can trust me. We have had so much business together and I can trust you, so you must trust me." Witness said that they were young people and each owned only a fourth share of the ship together with charterers.

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here wrote out the names of those people for the information of the Court). The charter party was sent to Zimmerman on the same evening and Schwartz brought it back the next day saying that it was all right. Later in the day witness sent his brother to Zimmerman to ask for the charter money. He came back and asked witness if he could strike out the clause in question as certain parties did not wish their names to appear. His brother told him that Zimmerman and Schwartz said that the parties for w hom the charter was intended, did not wish their names to appear. His brother asked him whether he could strike the clause out and witness replied "Yes, you can do so, but you will have to get the clause in another paper", but no paper was brought back. The next day Schwartz came to the office and witness asked him for the clause referred to, which he was to give separately and this he only brought around on Monday. The ship left on Saturday and they were powerless in the matter. When he saw the undertaking which Schwartz gave them he absolutely refused to accept it as it was not the same as the clause in the charter party. He told Schwartz that if he did not give the undertaking on the same terms as the clause in the charter party that he would adhere to the original charter party.

At this stage the Court adjourned until 9 a.m. to-morrow.

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At this stage the Court adjourned until 9 a.m. to-morrow.

U.S. CONSULAR COURT.

Shanghai, 15th November.

Before the Hon. John Goodnow, Consul General, and Messrs. Murray Warner and J. C. Fergusson, Associates.

MOLLER BROTHERS V. S. E. SCHWARTZ AND S. ZIMMERMAN.

Mr. H. E. Lamme appeared for the plaintiffs and Mr. F. M. Brooks appeared for the defendant S. Zimmerman.

On the case being resumed this morning, Mr. Lamme recalled Mr. Eric Moller for further examination.

Mr. Lamme—Was there any contract made between you and Zimmerman or yourself and Schwartz or both of them in the presence of others changing in any way the terms of the original charter party?—None whatever.

If I understand you correctly the clause was not struck out from the original charter party but only from a copy of that document for Zimmerman's use?

Mr. Brooks objected to the question.

His Honour said that they had it in evidence that the clause was struck out from the original charter party.

Mr. Lamme said that the original document was filed in Court with the petition. The charterers did not want the contract changed, they only wanted this clause struck out from a copy of the charter party so that they might use it for their own purposes.

His Honour held that the document of the 25th August must be taken as the contract under which the ship sailed, subject to the testimony which had been put in alleging that it was intended to give a separate undertaking covering the Tls. 16,000

Mr. Lamme said that the second copy was the same in every respect and signed in the same way. He proposed to put in this testimony under the second cause of action on parol evidence.

Mr. Brooks said that such a proceeding would not be allowed anywhere; the decision of the Court must be regarded as final. But if his friend wished to argue the point he would say that plaintiffs alleged that Schwartz wanted a copy or some copies of the contract and that was how this second contract came into existence. But in the evidence they found that this was the governing contract signed five days later. Plaintiffs alleged that Schwartz only wanted one copy of the contract with the clause struck out but they found another copy in Moller Brothers' possession which was put in, in evidence by the plaintiffs themselves also with the clause struck out.

His Honour held that the contract of the 25th August substituted that of the 20th. Parol evidence would be admissible only as to whether the clause was struck out properly and whether anything was substituted for it.

Mr. Lamme said that he offered to prove by the witness on the stand that the contract on file was never modified by any agreement between the parties and the clause was struck out at the request of the defendants for their own purposes, unknown to the plaintiffs; and the copies purporting to have the clause struck out were prepared and signed as any copies would be and the clause was struck out by a red line running across. This was done solely for defendants' purposes. Counsel understood that the Court refused to take this evidence and he took exception to this ruling.

Exception noted.

Mr. Lamme then continued his re-examination of Mr. Eric Moller.

On this charter party of the 25th July there is a red line drawn across a clause. Will you tell the Court what that was done for?

Mr. Brooks objected to this question.

In reply to the Court, witness said that the red line was not drawn in his presence.

Objection sustained, and Mr. Lamme took exception.

Mr. Lamme—Did you enter into any contract with Schwartz individually for the charter of any ships?

Question objected to and objection sustained. Mr. Lamme took exception.

Did you enter into any contract with S. E. Schwartz & Co. or Zimmerman or Schwartz alone on the 25th August 1904?

Objected to and objection sustained and exception taken

With whom did you make a contract on the 25th August.

Question objected to and objection sustained.

Is it the practice in Shanghai to give a bond to the Customs?

Mr. Brooks objected on the ground that the Court could only construe the contract and no practice or custom could vary a written contract.

Mr. Lamme said in clearing the ship for Newchwang the Customs required a bond and when Moller Brothers asked Zimmerman for the required bond, he gave this letter (produced) which read:—

Shanghai, 27th August 1904.

To Moller Brothers, Shanghai.

Dear Sirs,—If the Custom House called on you to pay your bond for the rice on board the Lucia, I guarantee to hold you harmless and pay the same. Amount Haikwan Taels 7870.775.

Yours faithfully,

(Signed in Russian characters.)

Mr. Zimmerman signed in Russian characters because he said that he only knew Russian but the plaintiffs' did not know Russian. This bond, Counsel urged, was a complete and perfect ratification of the charter though Zimmerman signed a false name to the bond and in a language that plaintiffs did not know.

Mr. Brooks objected to the bond being put in on the ground of its irrelevancy.

In reply to Mr. Lamme, Mr. Moller said that his firm was obliged to give a bond to the Customs as the ship carried rice.

What was said to Zimmerman with regard to the bond for this ship?—

Mr. Brooks objected as Zimmerman was only interested in the cargo.

Mr. Lamme said that unless witness was allowed to go into explanations it would be absolutely useless to put in this bond. Counsel did not know who signed this bond and no human being could know unless he knew that

language. Counsel proposed to show that the name on the bond was not Zimmerman's.

Mr. Brooks objected to the bond being brought in evidence. This case was on a contract and the Court had ruled that the contract of the 25th August superseded the former contract.

Objection sustained.

Mr. Lamme said that he would put in the bond as a proper exhibit and take exception to the ruling of the Court.

His Honour—The offer of the bond as plaintiffs' exhibit E. is refused by the Court.

Mr. Lamme took exception.

Mr. Moller in reply to Mr. Lamme said that exhibit C. was brought to him by Schwartz on the 29th August. The ship sailed on the Saturday and this undertaking was brought to him on the Monday in substitution for the clause which had been struck off the charter party providing for the payment of the ship in the event of her loss. Schwartz wanted him to sign the document but he refused to do so because the undertaking did not cover all the points. Schwartz then wanted to take away both copies of the undertaking so that witness might not have any evidence of it.

Mr. Lamme—If I understand your statement correctly this paper marked plaintiffs' exhibit C was presented to you by Schwartz for S. E. Schwartz and Co. Why did he present this paper to you if you have a written contract on the 21st August.

His Honour directed witness not to answer the question.

Mr. Lamme—This paper was presented to you on the 29th August in lieu of the clause which was struck out of the Charter party?—It was supposed to be.

When it was presented to you did you make any objection to it?—I did; I refused to sign it. Schwartz then tried to take away both copies but I held on to one.

When did you see Zimmerman next?—On and off all the time until the loss of the ship, two or three times a day. I saw him at my office and in his house.

What did Zimmerman say with regard to his not being a party to the contract?—Nothing whatever, on the contrary. He never intimated that to me. Any one knew that Schwartz could not do this business.

What did Zimmerman say at the time he gave you the paper in question—Exhibit E—with regard to his being responsible for this contract and that you can go to the Russian Bank and ascertain his responsibility?

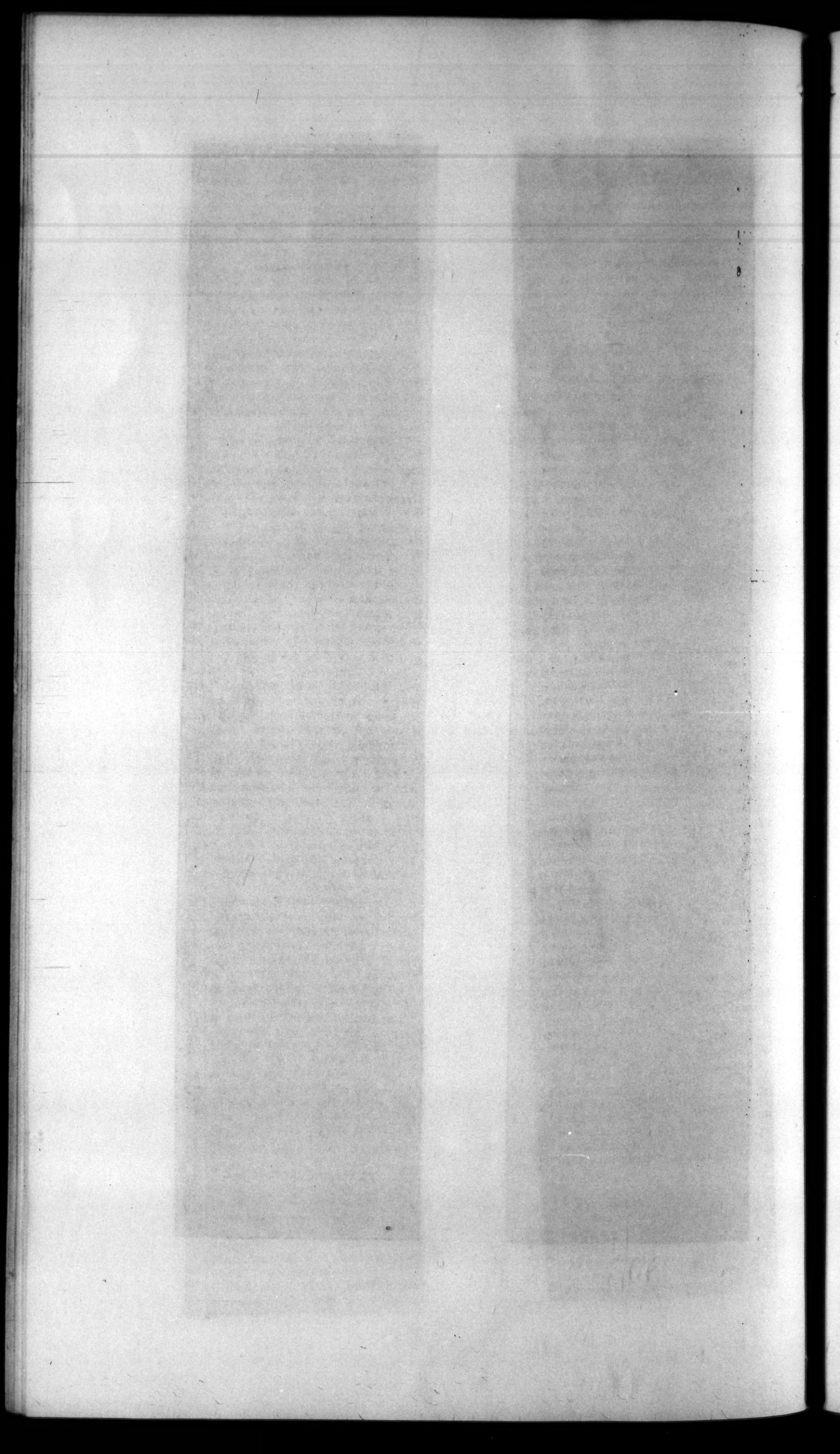
Question objected to and objection sustained. Exception taken.

Did you see Zimmerman after the loss of the ship?—Yes, I communicated the loss of the ship to him and he said that he did not believe it. On the 14th or 15th September I received information from the British Consulate about the loss of the ship. We then handed the official information to Zimmerman; he took it and has not yet returned it to us.

Mr. Brooks objected to the question. His friend was now seeking to show that there was an absolute breach of this contract. The Court had ruled that the contract of the 25th August was made by Schwartz. If there was any default it was Schwartz's default and they could not hold one man responsible for the default of another by oral evidence. Even in their pleadings plaintiffs said positively that the offer of a compromise was rejected so that they did not rely on it. No offer of a compromise could be pleaded but his friend called it a tender of money which was rejected. The point came within the Statute of Fraud which was a part of the Common Law. They were seeking to make Zimmerman answerable for the default of Schwartz.

Mr. Lamme said that the question had no reference to a compromise. The Court had certainly ruled that if this man by his subsequent acts had ratified this contract and made a contract for himself by his subsequent acts it would be binding. When this man offered to pay Tls. 9,000 for the loss of the ship, no stronger evidence could be produced that he was interested in the contract though signed by Schwartz. Counsel could produce numerous decisions to show that a written contract even unsigned would be declared valid when once acted upon by the parties, or if there was a belief of an intention to so act. The evidence showed conclusively, beyond any doubt whatever, that the plaintiffs never intended to make the contract with Schwartz and that they made the contract with Zimmerman upon every occasion and the signing of the document by Schwartz was at the request of Zimmerman and that they were acting upon the latter's financial responsibilities. After receiving all the benefits of the contract they found Zimmerman offering Tls. 9,000 instead of Tls. 16,000 as compensation. How could they possibly find any evidence that more completely ratified the allegation that this contract was made with Zimmerman upon his responsibility. If the Court took that view it would simply be defeating the ingenuity of the biggest rascals in the world. If a man said "I want this contract made and for reasons of my own I want to make it in the name of John Smith" and they said all right and went on with it and put their money in it and assumed the responsibility solely upon the financial responsibility of the man and then he turned round after they had made good their part of the contract and said "I did not sign the contract, John Smith signed it." But he induced them to do so by saying that John Smith's signature was sufficient. There could be no stronger evidence of ratification when after the loss of the ship he offered seven-tenths of the entire loss and said that the sum agreed upon was too much. Counsel did not offer this as evidence of compromise but as conclusive evidence that the signature of Schwartz was binding on Zimmerman.

(To be continued.)



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U.S. CONSULAR COURT.

Shanghai, 15th November.

Before the Hon. JOHN GOODNOW, Consul General, and Messrs. MURRAY WARNER and J. C. FERGUSSON, Associates.

MOLLER BROTHERS V. S. E. SCHWARTZ AND S. ZIMMERMAN.

Mr. H. E. Lamme appeared for the plaintiffs and Mr. F. M. Brooks appeared for the defendant S. Zimmerman.

(Continued from Yesterday.)

His Honour intimated to Counsel that he wished to have a full statement of what passed between Mr. E. Moller and Mr. Zimmerman in the alleged conversation which took place between them with regard to the loss of the ship and the offer said to have been made by Mr. Zimmerman of Tls. 9,000 as compensation.

In answer to the Court Mr. F. Moller said that when he received the official notice of the loss of the Lucia from the British Consulate he did not take it to Schwartz but kept it in his office. They went to No. 14 Quinsan Gardens but saw nobody there. Mrs. Schwartz opened the door for them and they asked her to tell Zimmerman to come to their office as soon as he could. Zimmerman and Schwartz came together to their office. They did not say anything but took the official notice and ran off to the Russian Consulate. They said that they had no confirmation of the loss. They did not make any offer of money then. Witness's brother was present. On a subsequent occasion Zimmerman said that the price put on the Lucia was too high. He said that he had lost so much over the transaction that he wanted witness to make a reduction. He said that he had offered Tls. 9,000 to witness's brother, who had sent in a bill for the loss of the Lucia.

His Honour said that the bill should be put in as an exhibit.

E. Moller, continuing, said that he could not say to whom the bill was sent. Zimmerman and Schwartz came together on that day and offered Tls. 9,000. They said that Tls. 16,000 was too high. All the talking was done by Zimmerman. Witness refused to accept the offer. Zimmerman spoke broken English. From what witness understood there were people behind Zimmerman. Schwartz left Shanghai soon after. But before he left he came and said that they (Moller Brothers) would not get a d— cash. They went to Zimmerman's house repeatedly after this but he refused to see them.

His Honour—You said that you had the impression that there was somebody behind Zimimerman?

Witness said that the impression was caused by Zimmerman's proceedings throughout the transaction. He took papers away in great haste. He asked witness to write a declaration to the effect that Moller Brothers had no more claim against him if he paid Tls. 9,000. Then he made a motion as if he was taking a cheque book from his pocket. He misled them all through.

Mr. Brooks said if witness believed that there were people behind Zimmerman so much so that he had to show them every paper, it was hardly fair to make such a remark.

Mr. Moller withdrew his remark.

In reply to Mr. Lamme, witness said that the Custom House rules and regulations were in print. They required the ship owners to give a bond when shipping rice.

Cross-examined—They simply notified the defendants about the loss of the Lucia. Zimmerman lives together with Schwartz. The freight was payable before the ship left. He was not present when the contract of the 25th August was signed by his brother who had authority to sign it. The defendants lived together and were sitting at the table and Schwartz placed the native bank order on the table and Zimmerman picked it up and handed it to witness's brother.

Is it not so that the clause was struck out because they wanted it out and then they paid the money?—Yes.

At the time of signing this contract you said that the defendants kept taking papers away to submit to some body?—They took papers away, out of my office. I cannot say for how long. I asked Zimmerman to endorse the contract but he refused. The payment of the money was a condition precedent to the sailing of the ship. It is not a fact that I asked Zimmerman to sign the document and he refused and then I asked him to initial it. He did not sign it. He refused to sign it. He did tell me that he did not want to be known in connection with this contract.

Re-examined—Zimmerman said that he did not wish to be known in connection with the contract and that we could trust him. I thought he was afraid that the document might go astray.

Why he did not wish to sign; did he say that he was not interested in it?

Mr. Brooks said that he had simply cross examined witness on this point and his friend had no right to go over the question again.

Mr Lamme said that he wanted the record to show that this question was asked. He simply asked for the balance of the conversation.

His Honour said that there was no re-examination except on points brough out in the cross-examination. Counsel hadt his direct examination, and re-examination was simply to clear points brought out in the cross-examination but no new matters could be introduced.

Mr. Lamme said that his question was whether Zimmerman had given any reason for not signing the contract.

Mr. Brooks objected to the question because witness was not present at the signing.

Mr. Lamme—Have you not been referring to this contract signed by your brother?—I was referring to the original.

His Honour directed that the question whether Moller had asked Zimmerman to initial or sign the contract be struck off the record.

Mr. Lamme here put in a copy of the bill which was sent to the charterers for the loss of the Lucia and marked plaintiffs' exhibit E.

Mr. Lamme offered to prove that prior to the making of this charter party of the 20th August Zimmerman and Schwartz went together to plaintiffs' office and told Mr. E. Moller repeapedly and in the presence of Mr. J. Moller that they were interested together in the business. After the charter party was drawn up Zimmerman requested Schwartz to sign it on behalf of himself. Counsel offered to prove this fact by six witnesses who were employees of the plaintiffs.

Mr. Brooks objected on the ground that it had been proved by plaintiffs themselves that Zimmerman refused to sign it. The second charter was not a copy but the final contract.

His Honour refused the offer as not referring to the signing of the governing contract of the 25th August.

Mr. Lamme took exception to the ruling.

John Moller recalled.

Mr. Lamme—Will you explain this addenda—exhibit D.

Mr. Brooks objected to the question as Mr. Moller had already given his evidence and very fully too. Counsel hoped the Court would not allow his friend to offer his evidence in instalments and after each interview with his witnesses he sought to bring fresh evidence.

His Honour said that he must admit that Mr. Brooks was right in his contention.

Mr. Lamme said that since this witness had been on the stand the Court had ruled that the contract of the 25th August superseded that of the 20th August. In view of this ruling it was only fair for him to recall this witness.

In reply to Mr. Lamme witness said that Mr. Zimmerman promised to give him the equivalent of the clause which had been struck out, in a separate piece of paper.

Was the contract of the 25th August ever intended to be delivered to Schwartz or Zimmerman or to either of them as a contract of Moller Brothers until the clause which had been struck out had been given to you in a separate paper?

Question objected to and objection sustained.

Mr. Lamme said that this was a very important question should they decide to appeal against an adverse decision. He wished therefore to be recorded as having taken exception to the ruling.

Cross-examined—You do not now claim that there was no change in the contract?

His Honour over-ruled the question on the ground that it asked for the conclusion of the witness.

You testified on Saturday that you did not ask Zimmerman to sign the second contract, but you have now heard your brother say that he asked Zimmerman to sign and the latter refused?—My brother has his reasons for it.

His Honour—First of all they asked you for copies of this contract of the 20th August. They asked for three copies and you had the copies made and one of these copies is exhibit D. You signed it and took it to Schwartz, nobody else signed it. Who was there?—Zimmerman Schwartz, and Captain Jansen were there. Zimmerman asked me to strike out that clause. He did the leading conversation. I struck out the clause myself. They said that they would give me a separate paper covering this clause. They agreed to give me exactly the same terms. It was in consideration of this promise that I struck the clause out. I did not ask Zimmerman to sign it. Our clerk made out this copy. I did not notice at the time that it was dated the 25th August. This was signed about 7 p.m. on the 26th. I got the order on the Russian Bank on the same evening. The order was placed on the table without any design, it appears to me, by Schwartz and Zimmerman took it up and handed it to me. I do not think that this was done on purpose.

By the Court—He could not say whether the signature on the Charter Party stood for S.E. Schwartz or S.E. Schwartz & Co. The other signature was that of Captain Jansen. Witness signed for Moller Brothers.

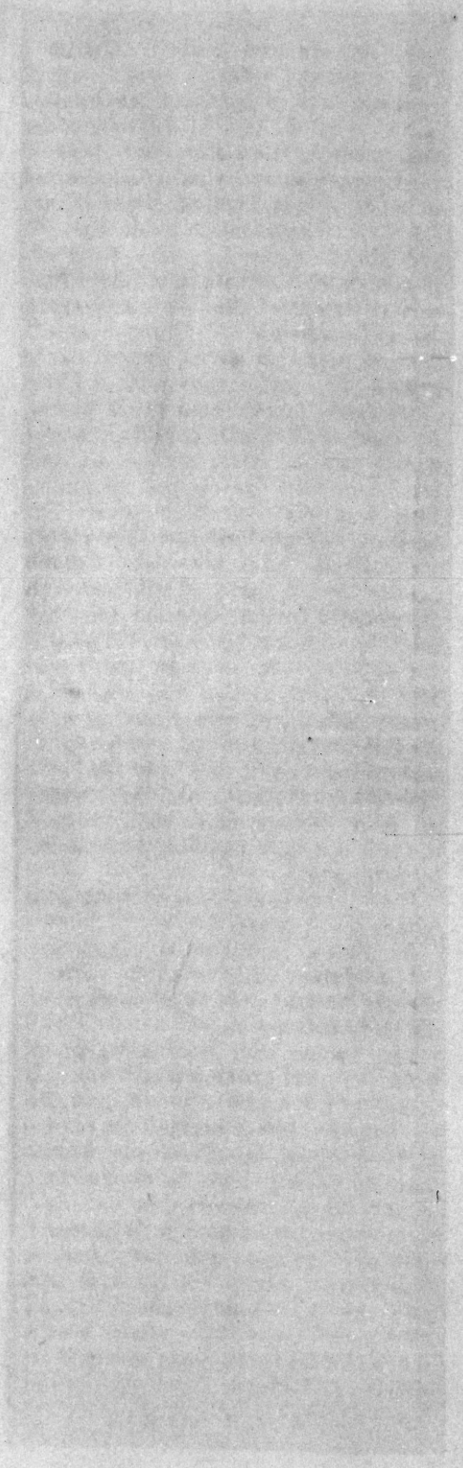
How did you understand at the time whether it was signed by S.E. Schwartz or S.E. Schwartz & Co.?—I did not pay any attention to it at the time. I only knew it was signed by Schwartz.

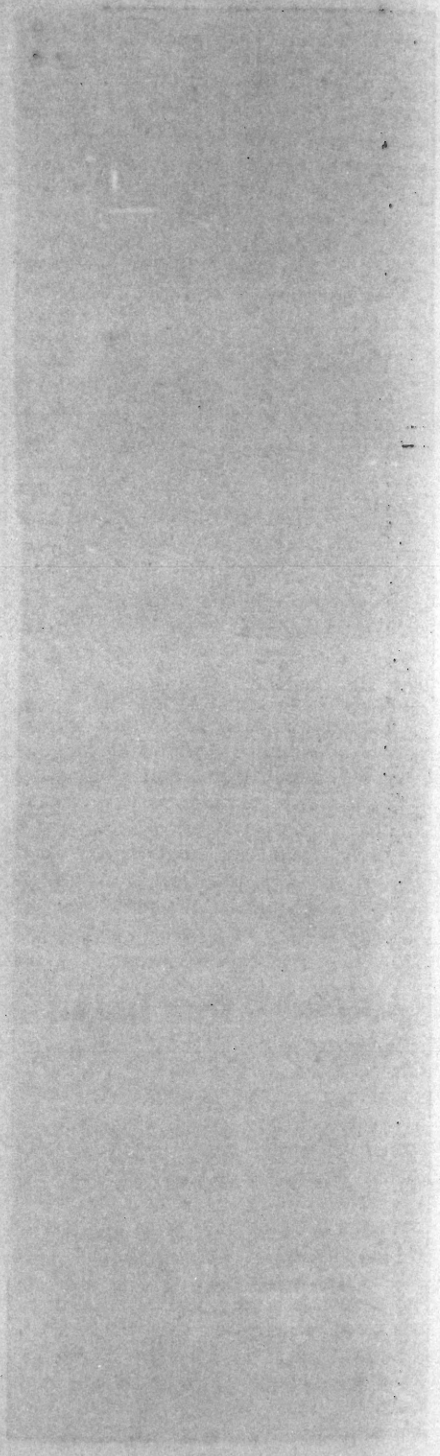
Mr. Lamme—You were asked by the Court whether you considered at the time whether the contract was signed by S.E. Schwartz or S.E. Schwartz & Co. But I will ask you whether the signature however made is not that of Schwartz and Zimmerman?

Question objected to and objection sustained and exception taken.

Mr. Lamme intimated that his case was closed.

Mr. Brooks said that he had a motion to make that the case as far as Zimmerman was concerned be dismissed. He would call the attention of the Court to a few points why the case should be dismissed at this stage. In the first place he wished to make it clear that he was not asking the Court to dismiss the case as against Schwartz who would return here shortly and probably defend the case. The Court was aware that his friend wanted a summons issued against Schwartz so that when he returned they could follow him up if they could make out a case against him. Counsel was not trying to hinder them from recovering what they might be entitled to, under this charter. No doubt they would have an opportunity to proceed against Schwartz who





was absolutely responsible. Plaintiffs had dealt with him for a number of years and had had important dealings with him. There was no doubt that he was a man of means as they had in evidence that he had a cheque for $10,000 in his pocket for a long time and which he subsequently paid over to the plaintiffs in settlement of the amount due for freight. They had also in evidence that he had himself tendered Tls. 9,000 for the loss of the Lucia. There was no question therefore that Schwartz could fulfil any obligation that he might have undertaken. But the question was, as he had contended when the demurrer was before the Court, that they could not add to the contract a name that was not in it. Counsel's contention had been made stronger by the plaintiffs' evidence. The law was that they could not seek to introduce secondary evidence if they had better evidence and they could not contend that they did not know that the second contract was in existence. The Court would have observed that this contract was dated five days later and the payment of the Tls. 7,000 was a condition precedent to the sailing of the ship and the money was not paid after the signing of the original contract until that part of the contract regarding the loss of the ship was struck out. The reason for this would appeal to anybody. There was the very enormous freight of Tls. 7,000 for a little bark and for such a short trip as that of Shanghai to Newchwang. Counsel asked the plaintiffs why the freight should be such a high one and they replied that it was on account of the extraordinary risk involved. Counsel could not see how Moller Brothers could be affected by any extraordinary risk when they had a clause in the charter party providing for the payment of the value of the ship in the event of her loss. It was given in evidence that the clause referred to was struck out before the payment of Tls. 7,000 for a little sailing ship for a voyage hence to Newchwang and therefore the second contract was made. On this point the plaintiffs did not remember this or that and only remembered that the defendant wanted three copies of the contract. But what was actually the case? They found that only one copy was given to the defendant and another copy was in the possession of the plaintiffs who actually brought it into Court and introduced in evidence. In both these copies the clause referred to was struck out. As the Court had very rightly ruled that the contract of the 25th was the governing contract Counsel need not refer further to it, beyond drawing the attention of the Court to the fact that the $10,000 was not paid until the clause in question was struck out, though it was at first demurred to by the plaintiffs. This was not the first time that questions of this kind had been raised not only in this Court but in other Courts. Counsel had a case on all fours with this decided by the Supreme Court of the U.S. It was the case of Paris v. the U.S. In its decision the Court held that once a man had executed a contract his mouth was closed against denying it and the second contract superseded the first. That was the situation in this case and they sought to bind Zimmerman with regard to the addenda which was also signed by Schwartz

His Honour—You are making a motion for dismissal?

Mr. Brooks said that was his motion.

His Honour said that for certain reasons he was not inclined to entertain the motion at this stage.

Mr. Brooks said that his grounds were (1) that Zimmerman was not bound by the written contract executed by Schwartz either on the 20th or the 25th and for the further reason that the Court had ruled that the second contract superseded the first, but if the Court found that Zimmerman was so interested as to be bound by that contract, Counsel would urge that the clause upon which they relied had been struck out. If the Court wished to hear further arguments he would be willing to submit them.

(To be continued.)

U.S. CONSULAR COURT.

Shanghai, 17th November.

Before the Hon. John Goodnow, Consul General, and Messrs. Murray Warner and J. C. Patterson, Associates.

MOLLER BROTHERS V. S. Z. SCHWARTZ AND S. ZIMMERMAN. (A.C.)

Mr. H. E. Lamme appeared for the plaintiffs and Mr. F. M. Brooks appeared for the defendant S. Zimmerman.

(Continued from Yesterday.)

Mr. Lamme said that his friend had made a motion for the dismissal of the case at this stage on the grounds (1) that Zimmerman was not bound by this contract, and (2) that the Court had ruled that the second contract was the one upon which the prosecution stood If these were his only grounds his friend had certainly no leg to stand upon. His friend had simply left out a well settled principle in law that a party might ratify a contract and become a party to it after the contract had been made. His friend had admitted that the motion was based precisely on the demurrer; he admitted the allegation that his client had made certain representations; he admitted that Zimmerman was a party by going to the plaintiffs and attempted to do business; he admitted that the contract was signed in the presence of Zimmerman; he admitted the offer of Tls. 9,000; he admitted that Zimmerman had said that he had already paid Tls. 7,000 and would now give only Tls. 9,000. Now there was a contract that bound them to pay Tls. 16,000 in the event of the loss of the ship. After the execution of this contract, for purposes of their own, they made solicitations to Moller Brothers to strike out the clause providing for the payment of the Tls. 16,000. Plaintiffs said that they would do this provided defendant would make the provision in a separate paper so that they would have their original charter party without any change and that was how, as his friend admitted, plaintiffs went on and did this. His friend also admitted that after all they had done to carry out the contract and when the ship was lost Zimmerman went to them and wanted to pay only Tls. 9,000. They would be willing to stand upon these admissions and ask the Court whether a party could make such representations to another and take his property and then turn round and say "I signed in the name of John Smith and am not responsible" If such a pleading was admissible in any Court it would simply be countenancing the perpetration of frauds of the worst kind. They had Zimmerman in this position, if he could get the ship to Newchwang or Port Arthur, well and good; otherwise there was a little trick and he had succeeded in putting the responsibility on others. As far as the evidence went Zimmerman and Schwartz were the people. It would be the worst kind of fraud if people were permitted to deal on the principle that if successful it was all right but if there was any loss by means of a trick they would get out of it. Whether responsible or not they seemed to have skipped out; they disappeared like the vapour before the morning sun. Zimmerman went there and admitted that he had committed this fraud and after taking the property of these young men, he turned round and asked the Court, whose principle as they had often heard was based on substantial justice, to clear him from any responsibility because the venture went against him in this enterprise. If it were not for this contract they would not have sent the ship to sea without putting any insurance upon it. They had no insurance because Zimmerman had contracted to purchase if the ship was sunk.

His Honour said that the Court was somewhat enbarrassed by not knowing the real consideration which moved the parties in this contract.

Mr. Lamme said that the Charter Party indicated what was to be done by the parties and his friend did not even bring Zimmerman forward to tell them his story.

Mr. Brooks said that the reason why he did not bring Zimmerman was because he was ill in bed, and could not come to Court. If he could be would have come here and deny everything; he would have said that he did not sign the contract.

Mr. Lamme said that there was no application nor even any suggestion for the postponement of the case until such times as Zimmerman would be able to appear. Counsel would be glad to go and take his testimony. The Court must decide this case upon the records as they would find it. After all these facts had taken place could they possibly believe that there was a second contract. They could not make any contract leaving it without any signature. The execution of the contract meant its delivery in some specific form. Could they believe that Zimmerman made those representations with reference to the original contract which induced Moller to make that change in the contract which deprived them of their ship for no reasons whatever. Could they think for a moment that the Mollers would have sent a ship to sea without any insurance whatever. If they did that they would be fit persons for an insane asylum and nobody would have entrusted any business to them.

His Honour said that there was no evidence whether the ship was insured or not. He wished to know whether Counsel wished the Court to pass on the motion or on all the facts of the case.

Mr. Brooks said that it was proper that this motion should be made because they had it by plaintiffs' own testimony that John Moller took the contract upon which they relied to the house where Zimmerman's lived and that he did not even ask Zimmerman to sign it. Plaintiffs understood their business very well and did not ask for any pity; they only asked that the parties be bound by the contract. What would be the result if the Court should tell the community of Shanghai no matter how careful a business man might enter into a contract that when a contract was made and a copy of it given to each party and when something happened that

one of the parties could claim to change the contract. If they claimed that they had purchased the ship the Court would doubtless ask them whether they had any papers to show the purchase. If the Court should disregard a written contract between men absolutely sane notwithstanding the large amount paid out under that contract, where equity would be. Schwartz lost his cargo and his $10,000 paid to the plaintiffs. But what had Moller Brothers lost? No doubt they took an extraordinary risk but they had a large amount for freight. Counsel submitted that the original contract was absolutely rejected and until the clause referred to was struck out it was never acted upon. Zimmerman refused to sign the original contract and when the second contract was made he was not even asked to sign it. Where would equity be if a man was made liable for a contract which he had absolutely refused to sign. Counsel made the motion in good faith supported not only by law but by common sense. An oral contract must be proved but a written contract was proved by itself. They could not change the terms of a contract or add anything to it, but they sought to change the name and now they sought to change the terms. His friend appeared to think that this was only a matter of pocket change but the fact was that they did not like to pay for the ship twice. They told the plaintiffs in plain terms that before the $10,000 was paid to them the clause providing for a further payment of Tls. 16,000 must be struck out and this was done by the plaintiffs themselves.

His Honour asked if the motion was dismissed, whether Mr. Brooks would call any witnesses.

Mr. Brooks said that he had no witnesses but if the doctor would permit it he would have no objection to take the testimony of his client. But he could not see what useful purpose would be served by putting his client in the witness box, as he would simply deny that he had signed the contract or had paid any money. He might say that he was somewhat interested in the cargo. Counsel was informed by the doctor that his client was very ill, so Counsel appeared for him. He did not ask for the case to be dismissed as against Schwartz. But the other side had absolutely made out no case against Zimmerman.

His Honour asked Counsel if they wished to address the Court on the general principles of the case. If he refused to grant this motion to dismiss, he would like to be in a position to decide the question on its merits.

Mr. Brooks said that so far as his client was concerned the merits of the case were in the motion.

His Honour wished to hear now any arguments which Counsel might desire to submit in order to enable the Court to decide the case,

Mr. Lamme said that the short time they had to argue the case rendered it necessary to discuss only two or three propositions. They knew and everybody familiar with the business knew that the minute that there was danger arising from hostilities of any kind either in the place where the ship was to proceed or in its neighbourhood the rate of freight went up to the sky. It was a matter of common knowledge that some of the great lines were precluded from taking cargo to Japan and one leading local firm would not allow their ships to clear to any port farther up than Tientsin. They also knew that it was on her way down from Newchwang that the Kowshing was sunk by a torpedo-boat. It was this risk that sent freight up By the evidence which had been submitted to the Court there wat no denying of the fact that Zimmerman was bound by this contract. Though there was a general denial in the answer it must be remembered that this was sworn to by his friend upon information and that this was the only sworn statement on the other side which the Court had to consider. In a case like this plaintiffs were practically entitled to judgment by default. This would be the case in the United States, after taking into consideration the strong improbability of the defendants' case and every presumption in its favour, judgment would go practically by default. The question was whether these people were partners and even his friend with all his ingenuity could not suggest that there was nobody else in partnership with Schwartz, in face of the Addenda which was type written and had in the heading "Between S. E. Schwartz and Co. and Moller Brothers" and in face of the rice bond which said that it was to be guaranteed by the charterers and Zimmerman guaranteed it. Counsel submitted that this paper alone showed that there was a partner in this transaction. But who was it? The Court had to consider this point by a fair preponderance of the evidence; when the Court had taken into consideration all the evidence and found a fair preponderance for the plaintiffs the Court would have to renden a verdict for his clients. Now what was the evidence? In the first place they had the positive evidence of Mr. Moller that the contract was not executed until Schwartz and Co. had delivered the separate provision which had been written in the charter party and subsequently struck out for reasons of their own. Then they had to take into consideration all the facts surrounding the case. They had Moller Brothers, ship agents of good character and long standing, making a contract which guaranteed the safety of their ship and before the ship sailed they possessed every chance of recovering in the event of the loss of the ship, and then before determining that the ship could not go to sea they went and wiped away that contract without even effecting any insurance on the ship and sent her up north. There was the other danger of having the ship seized and England with her navy girding the world had her ships seized. Now they were asked to believe that these young men who

were familiar with the business had wiped away from the contract every liability on the part of the charterers and had sent their ship where there was danger without taking a single dollar from the charterers. It was beyond human credulity to believe that the contract was not made as the plaintiffs had stated in their evidence.

Mr. Brooks said that his friend had laid great stress upon the allegation that the plaintiffs had not insured their ship and in the next breath he intimated to the Assessors that they were on their oath to decide the case according to the evidence. Now Counsel submitted that there was absolutely no evidence before the Court that the plaintiffs had not effected any insurance. They were arguing the proposition that if Moller Brothers were at the head and not at the bottom of the contract and when it came to be signed it would not bind anybody notwithstanding that they were at the top, so if Schwartz was doing business as Schwartz and Co. and if the contract was signed S. E. Schwartz it bound Schwartz only. Some people took a nom the plume and some added "and Company" to their names simply to give them an air of importance. Now his friend said that the second contract was never intended to be delivered before the clause regarding the loss of the ship was given in a separate paper. Now let him call the attention of the Court to two or three decisions.

His Honour said that he would give Counsel an opportunity to submit a list of his decisions.

Mr. Brooks said that one of the decisions held that the entire arrangement must be conclusively presumed to be stated in the contract. Another decision held that the law could not do anything except enforce the contract which must be regarded as the sole repository of the intentions of the parties. It would simply be disastrous to the party who had paid his money under a contract if the other party could come to Court and ask it to disregard the contract or throw it out. They went further than that, they tried to put the responsibility on another man who had not signed it and had not even been asked to sign it. It was very strange indeed that they should claim that the defendants were partners without being able to bring any paper or a single witness to show that they were partners. They did bring one witness who said however, that he did not know whether defendants were partners. The evidence was that Zimmerman and Schwartz lived in the same house; why! they paid the $10,000. But it was in a native bank order which bore no names and before it was paid they insisted upon the clause in question being struck out. What difference it made to Moller Brothers whether they had that clause or not. They had already got what the ship was practically worth by the large amount they charged for freight. They were paid to take the risk. It was clearly in evidence that Zimmerman never intended to be bound by that contract. There was some evidence that J. Moller went to his house and he made an offer to pay for the ship and immediately afterwards Schwartz went and made the offer of Tls. 9,000. He said that he had lost something and they had lost something and he would make this offer. How many Insurance Companies made payments without being bound by it. Sometimes the Insurance Companies were aware that the fire was caused by incendiarism and the stock in the shop was not worth so much, still they paid the claim. They would compromise rather than go to Court. But this was no ratification. If Zimmerman had signed to pay Tls. 16,000 that would be ratification. But to say when he was ill that he would see that they got Tls. 9,000 this was a compromise. If the Court found that he was sufficiently interested Counsel would ask the Court to find upon the first contract alone which was the original contract containing the real intentions of the parties. If the man had promised an addenda it should have been written on the contract. When the Court asked his friend if the contract had been submitted to him if he would have executed it in that way he replied in the negative. Counsel submitted that his client should not be bound by that contract and that the case should go to trial as against Schwartz.

Mr. Lamme said that one of the principal arguments of his friend was that his client had never been asked to sign the contract. Counsel was afraid that his friend's mind was not very clear on that point.

His Honour—Counsel referred to the second contract.

Mr. Lamme said that Zimmerman was asked to sign the first contract when he said that he did not wish to appear as a party to that transaction. Now every business man would say why. With regard to ratification i took a very slight thing to ratify a contract. As a matter of fact this ratification could not be stronger than if the parties had gone there and said "We hereby agree and confirm and approve all that has been done which required to be endorsed under seal." It could not have been stronger and every thing had been done to ratify it. Every thing that had been done was done with the full believe that Zimmerman was a partner. Zimmerman knew this when he submitted the business. There was not a word of denial of this in the answer.

His Honour reserved judgment.

No. 282.

TELEGRAM RECEIVED IN CIPHER.

ASSISTANT SECRETARY,
DEC 22 1904

From SHANGHAI,

December 22, 1904.

9:20 a. m.

Cop'd Dec 27/04
Cmo
Dec 22 1904

Secretary of State,

Washington.

Gave charge to Davidson to-day. Barchet's health very indifferent. Davidson should be given judicial authority. Barchet and Davidson agree. The next San Francisco boat sails January 10th from here.

file

GOODNOW.

DEPARTMENT OF STATE
DEC 22 10 26 AM 1904
CHIEF CLERK'S OFFICE

Deciphered by the Chief Clerk's Office, December 22, 1904. 10 o'clock.

TELEGRAM RECEIVED IN CIPHER.

INDEX BUREAU RECD. DEC 23 '04 DEPT. OF STATE

From Shanghai,

December 22, 1904.

Received 11.59 P. M.

3rd ASST. SECRETARY. DEC 24 1904

Copy to Dec 27/04

file

Secretary of State,

Washington.

I have today assumed charge as Vice-Consul-General.

DAVIDSON

BUREAU OF APPOINTMENTS. DEC 26 1904 Department of State.

INDEX BUREAU DEC 29 1904 FILED

Ciphered by the Chief Clerk's Office, 9.27 A. M., 23rd.

Form No. 282.

TELEGRAM RECEIVED IN CIPHER.

INDEX BUREAU
RECD
DEC 24 '04
DEPT OF STATE

From SHANGHAI,

Received December 24, 1904.

6:30 a. m.

3rd ASST. SECRETARY.
DEC 24 1904

Copy-dec 27/04

Secretary of State,

Washington.

Ans
Dec 24
1904

Convinced Barchet thoroughly honest, capable. I am very desirous to retain him. Reply by telegraph.

DAVIDSON.

file

INDEX BUREAU
DEC 28 1904
FILED

Deciphered by the Chief Clerk's Office, December 24, 1904. 9:30 a. m.

No. 624

INDEX BUREAU
RECD.
JAN 30 '05
DEPT. OF STATE

3rd ASST. SECRETARY.
FEB 1 1905

Consulate-General of the United States,
Shanghai Dec 26, 1904.

Mr. Goodnow

To the Department of State.

File

Subject:

Arms

Abstract of Contents.

INDEX BUREAU
FEB 6 1905
FILED

CHIEF CLERK,
FEB 1 1905
Department of State.

No. 624

Consulate-General of the United States,

Shanghai, Dec. 26th , 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to confirm your telegram received Dec. 22nd. "Return to Department within one week after the receipt of charges. Turn over Consulate to-day to Davidson. (signed) Pierce."

I also acknowledge receipt of your No. 412 of Nov. 11th containing "Summary" of charges.

I also have to confirm my telegram of Dec. 22nd "Secstate, Washington. Gave charge to Davidson to-day. Barchet's health very indifferent. Davidson should be given judicial authority. Barchet and Davidson agree. Next San Francisco boat sails Jan. 10th from here. (signed) Goodnow."

I heard last January in America that charges had been filed against me and asked at that time to see them. I did not succeed. I asked Mr. Pierce for them when he was in Shanghai. I did not get them. I wrote to the Department asking for them on Aug. 13th and received them on Dec. 22nd; although only a summary. I am very glad to receive them and will come

home by the first boat to answer them, ridiculous though they are.

Mr. Davidson showed me his first instructions from you which put the judicial authority on Dr. Barchet. The latter gentleman has served the United States for several years as Interpreter at Hankow and Shanghai; and in those places has added to the affection and respect which Chinese and foreigners alike had held for him during his long residence in China. The charges against him embodied in the charges against me are frivolous. I beg to congratulate the Department in its final determination to retain his services as long as possible.

I am, Sir,

Your obedient servant,

John Goodnow

American Consul General

CONSULAR BUREAU
DEC
1904
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
FEB 1 1905

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RECEIVED
JAN 30 1905
DEPARTMENT OF STATE

No. 675

Consulate-General of the United States,

Shanghai Dec 26, 1904.

Mr. Goodnow

To the Department of State.

Subject:

Dep'ts #415. Inclosure sent to Legation at Peking July 7/05 To Mr Barnett May 3/05

Abstract of Contents.

Sent to for Eastern Countries

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OCT 4 1905
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CHIEF CLERK,
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Department of State.

No. 625

Consulate-General of the United States,

Shanghai, Dec. 26th , 1904.

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of your 415 of Nov. 19th, 1904, enclosing a letter from A. Furnsith, Sec. S. U. P, of Nov, 12th, 1904, enclosing a letter from Charles Lockwood No. 930 of Sept. 13th, 1904 from Tegal, Java, complaining that I had made him pay his hospital fees and also his "boatfare round which amounted to $78.00 Chinese money".

I hand you herewith
1- copy of Consul Generalix Ragsdale's No. 1240 of June 24th showing the amount expended by him and the amount forwarded to me for Charles Lockwood.
2- Copy of the bill of the Sailor's Home for Lockwood's board in Shanghai.
3- Duplicate of Lockwood's receipt for money handed him.

Lockwood arrived here on July 2nd from Tientsin, apparently in good health, and bringing $73.22 with him. This did not seem to me a case of distress in any way. I sent him to the Sailor's Home temporarily and on July 11th he voluntarily and without coming to me in the matter signed on the British steamer "Tynefield" in the British Consulate. I then paid him the balance due him after deducting the amount due for his board.

You will note by Exhibit 1 that he was charged in Tientsin with hospital bill ($68.00) and passage to Shanghai ($10.00) amounting to Mex. $78.00 This is the matter of which he complains and for which this Consulate has no responsibility.

The seaman in question, being a Britisher, shipped of his own accord in a British steamer.

The criticism of Mr. Fernsith that "Consuls are either ignorant of or persist in disregarding the plain letter of the law " does not apply to this Consulate and should not have been made by Mr. Fernsith as applying to this Consulate unless he knew positively the truth of the statement ~~from~~ on which he based his criticism.

I am, Sir,

Your obedient servant,

John Goodnow

American Consul General.

No. 1240 (C O P Y)

CONSULAR SERVICE, U. S. A.

Tientsin, June 24th 1904.

Hon. John Goodnow,

U. S. Consul General,

Shanghai.

Sir:-

I have the honor to enclose herewith draft for $73.22 which is the property of seaman Charles Lockwood, recently discharged from the American schooner Georgina. I received on his account, wages and extra wages, the amount of $210.47, which has been disbursed by me as follows:-

Hospital bill,	$68.00
Cash to seaman,	16.00
Clothing,	43.25
Passage to Shanghai,	10.00
Draft to Shanghai,	73.22
Total	$210.47

Please assist this seaman to an other situation, or secure him passage to the U. S. The man is unable to write but you may know him from my signature in his shipping book.

I am, Sir,

Your obedient servant,

(Sgd) James W. Ragsdale,

Consul General.

Tientsin, June 24th 1904.

Hon. John Goodnow.

U. S. Consul General,

Shanghai.

Sir:-

I have the honor to enclose herewith draft for $10.47, which is the property of seaman Charles Lockwood, recently discharged from the American schooner Georgina. I received on his account, wages and extra wages, the amount of $10.47, which has been disbursed by me as follows:-

Hospital bill,	$8.00
Cash to seaman,	16.00
Clothing,	43.25
Passage to Shanghai,	10.00
Draft to Shanghai,	73.22
Total	$210.47

Please assist this seaman to an other situation, or secure his passage to the U. S. The man is unable to write but you know him from my signature in his entry book.

I am, Sir,

Your obedient servant,

(Sgd) James W. Bagwahle.

Consul General.

(C O P Y)

Shanghai, July 11th 1904.

C. Lockwood.

Dr. to Sailors' Home.

To 10 days Board and Lodging @ $1.25 per day from July 2nd to 11th.	12.50
To cash	1.00
	$13.50

Received Payment.

(Sgd) J. H. Wooth

United States Consulate General

Form No. 164

Receipt of Seaman for arrears of wages.

Received of John Goodnow United States Consul-General at SHANGHAI the sum of 59.72 Mex dollars, being the amount of the arrears of wages due to me since my discharge from the SHIP Georgia at Tientsin of which is master.

SHANGHAI, 11/7 1904

Witness to mark
J Cameiro
Wong Soong Zong

Charles X his Lockwood
mark

CONSULAR BUREAU
JAN
1905
DEPARTMENT OF STATE

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RECD.
JAN 30 '05
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
FEB 1 1905

No. 626

Consulate-General of the United States,

Shanghai Dec 30, 1904.

Mr. Goodnow

To the Department of State.

Held this until further report in reply to our instr'n Dec 24/04 received.

Subject:

Odlums 4/

Abstract of Contents.

Turned over to Mr Davidson

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Department of State.

No. 626

Consulate-General of the United States,

Shanghai, Dec. 30th, 1904 , 190 .

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my No. 613 of Oct. 10th informing you that I at that time held for G. T. Odlum Mex. $709.58 and certain personal property, I have to inform you that the allowance of fifty cents per day from Oct. 1st to Nov. 2nd (32 days) amounting to U. S. Gold $16.00 (Mex. $34.88) was taken out of that amount and the balance (Mex. $674.70) has been to-day handed by me to Hon' J. W. Davidson, U. S. Vice Consul General in charge.

I have also handed Mr. Davidson the diamond ring which Odlum had. The other personal property ennumerated in my No. 613 was sent to San Quentin with Odlum.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

I hereby acknowledge the receipt of the balance of $674.70, mentioned above, and the diamond ring mentioned above.

James W. Davidson

American Vice Consul-General in charge

Shanghai, December 30, 1904.

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3rd ASST. SECRETARY.
FEB 1 1905

No. 677

File.

Consulate-General of the United States,

Shanghai Dec 23, 1904.

Mr. Goodnow

To the Department of State.

Dec 23' 05 telegram to Consul General re removal of Derby

Subject:

Mr Derby

Abstract of Contents.

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CHIEF CLERK,
FEB 1 1905
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No. 627

Consulate-General of the United States,

Shanghai, Dec. 30th, 1904 , 190 .

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith Mr. Derby's resignation as Marshall dated July 26th.

When Mr. Derby came to me with this I had seen by the newspapers that there were charges against him and I urged him not to go under fire and he agreed that he would stay until, at least, I should go to America. When your telegram came that I should immediately turn over charge to Mr. Davidson Mr. Derby demanded that I should send his resignation to you, which I am doing by the first mail. When your telegram came removing him from office he demanded that I should send you his resignation which was put in in July and should explain to you that he had only allowed me to withhold it at my urgent request.

I am, Sir,

Your obedient servant,

John Goodnow

Consul General.

7/26/04 85

UNITED STATES CONSULATE-GENERAL.

U. S. Consulate-General

Shanghai, China, 26/7 1904

Hon John Goodnow
Consul General
USA

Dear Sir:

I beg to tender herewith my resignation of the office of US Marshal to take effect as soon as my successor may be appointed.

I am Dear Sir
Yours truly
Jno Alderby
US Marshal
Shanghai

No. 628

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3rd ASST. SECRETARY.
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Consulate-General of the United States,

Shanghai, China. December 23rd, 1904.

Hon. James W. Davidson

To the Department of State.

Dr. Burkett's claim
granted March 2 & 10 '05

Subject:

Assuming charge as Vice Consul. General.

Oath is appt. papers

Abstract of Contents.

Relative to taking oath of office as
v-ce consul-general - Dr Burkett ill health -
appointment of marshal to be made shortly.

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CHIEF CLERK.
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Department of State.

No.

Consulate-General of the United States,

Shanghai, China. December 23rd., , 1904.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that in conformity with the Department's telegraphed instructions, I took over, on the 22nd. instant, responsible charge of this Consulate General as Special Agent from Consul-General John Goodnow; and, to-day, in accordance with further telegraphed instructions, I took oath of office as Vice Consul General and assumed charge as such at once. I enclose herewith my Oath of Office.

It would appear that as Special Agent I would not be qualified to act judicially, and consequently if I was to so act, it became necessary for the Department to instruct me to take the appointment temporarily of Vice Consul General.

Dr. Barchet, the official interpreter and Vice Consul General who would naturally in the absence of the Consul General take over the court work, is a very capable Chinese scholar, and possesses my full confidence in every respect. Unfortunately, however, he has not enjoyed the best of health of late, and as the work attached to the position of Interpreter which he alone, at this time, is sufficiently experienced to perform, is very extensive and arduous, he felt that it would be quite impossible for him to take over the very difficult and extensive work attached to the court. In fact, owing to ill health he has already applied , I believe, to the Department for leave of absence, and desires to depart for America in March, 1905.

While I was somewhat disappointed in the change necessitated by the position that Dr. Barchet felt obliged to take in the matter, I am, nevertheless, much interested in the task placed before me, and I hope through careful study, and hard and conscientious work, to justify the confidence the Department has placed in me

me.

Relative to my staff, I would state that I expect to be able to obtain here some capable reliable person to fill the positio of Marshal. I am at present negotiating with several. The person selected will be placed in charge subject to the Department's approval.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

Vice Consul General in Charge.

Enclosure. 1. Oath of Office.

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JAN 1 1905
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3rd ASST. SECRETARY.
FEB 1 1905

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No. xxx

Consulate-General of the United States,

Shanghai, China, December 31st, 1904.

Mr. James W. Davidson,

To the Department of State.

Subject:

Marriages

Abstract of Contents.

Transmitting marriage certificates.

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CHIEF CLERK.
FEB 1 1905
Department of State.

Shanghai, China, December 31st

James W. Davidson,

Marriage

Transmitting marriage certification.

No. xxx

Consulate-General of the United States,

Shanghai, China, December 31st , 1904.

Honorable H. H. D. Pierce,

Third Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith to you two marriage certificates issued to William Ortwin and Lizzie Smith Farrier and Wilbur Charles Hooker and Mary Jane C Coombas respectively in complaince with paragraph #418 of the Consular Regulations.

I am, Sir,

Your obedient servant,

James W. Bancroft
Vice Consul-General in charge

Enclosures: as above stated.

Shanghai, China, December 31st, 1904.

H. M. U. Pierce,

Tulare.

I have the honor to enclose herewith to you two Marriage certificates issued to William Orbain and Dicie Beach Parrish and Wilbur Charles Hooker and Mary Jane Hodgman respectively in compliance with paragraph 4414 of the Consular Regulations.

I am, Sir,

Your obedient servant,

Enclosures: As above stated.

FORM No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU
NOTED

Consular Office of the United States of America

SHANGHAI, CHINA Nov. 21st 1924

I, John Goodnow, Consul-General of the United States at Shanghai, China, do hereby certify that, on this Twenty first day of November A.D., 1924 at Trinity Cathedral in the city of Shanghai, China, New Ontario, aged 23 years, born in Shanghai, China and now residing in Shanghai, China, and Lizzie Smith Sanin, aged 21 years born in Scotland, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. A. J. Walker, who is authorized by the laws of England to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this 21st day of Nov., A. D., 1924, and of the Independence of the United States the 148th

John Goodnow

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

Form No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU
NOTED

Consular Office of the United States of America

SHANGHAI, CHINA November 29 1904

I, John Goodnow Consul-General of the United States at Shanghai, China, do hereby certify that, on this twenty-ninth day of November A. D., 1904, at Church of England in the city of Shanghai, Wilbur Charles Hooper, aged 40 years, born in Leona, Pa. and now residing in Shanghai, and Mary Jane Coombes, aged 24 years born in Elwick, England, and now residing in Shanghai, were United in Marriage before me, and in my presence, by Rev. Alfred J. Walker, who is authorized by the laws of Great Britain to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this twenty ninth day of November, A. D., 1904, and of the Independence of the United States the

John Goodnow
Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

ASSISTANT SECRETARY,
JAN 3 1905

TELEGRAM RECEIVED IN CIPHER.

INDEX BUREAU RECD JAN 3 '05 DEPT. OF STATE

From Shanghai,

January 3, 1905.

Received 4.28 A. M.

Acte Gaeing 4/05.
Communication sent Chang 4/06

CONSULAR BUREAU JAN 3 1905 DEPARTMENT of STATE

Secretary of State,

Washington.

Would recommend the appointment of Englebracht as Marshal. He is now acting.

Davidson

DEPARTMENT OF STATE
JAN 3 10 33 AM 1904
CHIEF CLERK'S OFFICE

Carl Englebrecht, assistant Marshal
yes, not an American citizen.

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ciphered by the Chief Clerk's Office, 10.14 A. M.

2 5 P Gort

TELEGRAM RECEIVED.

From Shanghai,
January 5, 1906.
Received 12 54 P M.

See State
Washn.

Communication May 4/06.

Applicant for marshal
6
Charles A Engelpracht
law graduate University
Wisconsin held positions
Legislative Bureau and
attorney Generals office
Manila Shanghai
record good

Davidson

Manila Bureau
Chas A. Engelbracht
from Wisconsin

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JAN 6 1905 Department of State

CHIEF CLERK
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CHIEF CLERK,
JAN 10 1905
Department of State.

TELEGRAM RECEIVED IN CIPHER

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RECD
JAN 10 '05
DEPT OF STATE

From SHANGHAI,

Received January 10, 1905,

12:08 p. m.

2nd ASST. SECRETARY.
JAN 10 1905

Secretary of State,

Washington.

In reply to your cipher telegram, Chunfaiting, Manager China Merchant's Steam Navigation Company, makes sworn declaration that he paid Goodnow five hundred taels for each steamer transferred to Knight, and also one hundred taels for each steamer retransferred to Company.

Sworn declaraction will be forwarded by next mail.

DAVIDSON.

5 steamers @ 500 + 100 taels = 3000
S.S. Kiangsi " " " = 600
3600

3600 taels @ 65¢ = $2340

Deciphered by the Chief Clerk's Office, January 10, 1905. 12:25

File

No. xxx

Assistant Solicitor,
FEB 9 1905
Department of State.

Consulate-General of the United States,

Shanghai, China, January 13th, 1905.

RECD. FEB 7 '05 DEPT. OF STATE

Mr. James W. Davidson.

To the Department of State.

Subject:

Law Reports.

Abstract of Contents.

Case of Sun E-fang v. M. K. Newman

" Moller Bros. v. S.Zimmerman & S.E.Schwartz.

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FEB 9 1905
Department of State.

James W. Davidson.

Law Reports.

Case of Sun Kee-Lung v. M. K. Newman

" Molter Bros. v. G.Zimmerman & S.F.Bowserte.

No. xxx

Consulate-General of the United States,

Shanghai, China, January 13th, 1905.

Honorable Herbert H. D. Peirce,

Third Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to enclose herewith to you in duplicate proceedings of Sun E-fang v. M. K. Newman and also my decision also in duplicate in the case of Moller Brothers v. S. Zimmerman and S. E. Schwartz, in conformity with the Consular Regulations.

I have the honor to be,

Sir,

Your obedient servant,

James W. Hamilton

Vice Consul General in Charge.

Enclosures: as above stated.

U.S. CONSULAR COURT.

Shanghai, 10th January.

Before the Hon. J. W. DAVIDSON, Consul-General, and Messrs. MORSE and EPPERLEY, Associates.

SUN-E-FANG V. NEWMAN.

Mr. C. R. Holcomb appeared for the plaintiff. Mr. North Symonds appeared for S. Zelay who claimed priority of claim.

The following was the petition in the above suit :—

The petitioner respectfully sheweth :—

1.—That he is a Chinese subject.

2.—Defendant is a citizen of the United States of America.

3.—That on or about the 16th day of July 1904 defendant took fraudulently in trust for plaintiff the following property and of the original value as set out herein. (Here follows particulars.) Said machinery is now of the value of Tls. 3,500. That said trust is of the following nature. Petitioner delivered said machinery to defendant upon the agreement of defendant to exchange he same for other machinery of newer and larger type, petitioner to pay the difference. That defendant in pursuance of the said trust has caused the sums shown by the attached accounts to be executed which sums have not yet been paid but for the payment of the same defendant without the knowledge or consent of petitioner mortgaged the property of petitioner to the Shanghai Electric and Asbestos Company, Ltd.

Petitioner therefore prays that he may be permitted to pay the claim as shown in the attached account and receive back his machinery as defendant is bankrupt and has absconded.

Mr. Holcomb said that this matter arose out of numerous suits and attachments against Newman. His client was the owner of an electric light plant in Ningpo. It was in evidence and in the records of this Court that Newman sometime ago went to Ningpo in order to get a contract to instal an electric plant there. His client had a small plant in operation there at the time. Newman represented himself as the agent of the International Mercantile Co. Ld., which company had never been in existence, Newman also managed to obtain subscription to the shares of a new company and finally he got possession of this plant from Counsel's client. Newman also got Mr. Bell of the Asbestos Co. to go to Ningpo or send his men there to instal some electric fittings. Newman called his firm the International Mercantile Co. for the reason that he could not do business in Manila. The man was thoroughly dishonest and dishonourable in this transaction. Newman got possession of certain property of his client. (Counsel here read the list of electric goods.) Now Newman took possession of these goods and then attempted to say that he bought them for the International Mercantite Co. and Counsel guessed that his intention was to have sold them. Newman then asked Mr. Bell to instal other apparatus in Ningpo and incurred thereby a debt of over Tls. 1000 and then he gave these goods as security to Mr. Bell. Attempts had been made by Mr. Symond's client who had obtained judgment and execution on his claim, to get these goods which Newman had given to the Asbestos Co. as security. Counsel contended that Newman obtained the goods fraudulently for a company which was not in existence but which perhaps he intended to incorporate. But the best Counsel could say was that he received these goods either in trust or by fraud or had stolen them. If he had obtained it by fraud, the owner of the property had the right to take back his property.

His Honour said if Counsel wished to bring a charge of fraud he would have to amend his petition.

Mr. Holcomb said perhaps the Court would hear the question of trusteeship.

His Honour said if Counsel would amend his petition, the Court would consider the question of fraud, inasmuch as there was no answer filed in Court no injustice would be done.

Mr. Holcomb said he would alter the petition to say that apparently defendant took the goods in trust for plaintiff.

Mr. Symonds said that as a matter of fact his friend used the word "stolen." Counsel did not think the evidence amounted to that.

Mr. Holcomb said that he would eliminate that expression. Defendant fraudulently took the property from the plaintiff in trust to exchange it for machinery of a newer and larger type; but he went and mortgage it to the Asbestos Co. The circumstances of the case were that the Chinaman did not speak English and delivered the property on the strenght of Newman's promise of replacing it with a newer and larger type of machinery. Newman got certain lamps fitted up but there was no dynamo. At this time they began suits against him in Shanghai.

Mr. Symonds objected to the term "suit." It was a judgment.

Mr. Holcomb said that he was coming to the point. The plaintiff in this suit attempted to get execution and attach this property which ought not to be attached to satisfy this judgment. The goods ought to be returned by the Asbestos Co. to the owner. Counsel would now call evidence on this point.

W. Bell sworn stated that he was manager of the Shanghai Electric and Asbestos Co. He recognised the document attached to the petition. It was his company's bill for goods supplied to Newman in Shanghai. Newman applied to them to do the work and asked their men to go to Ningpo and find out what could be done to instal electric plant there. At his instigation they executed the contract. They had never been paid for the work. They had some security handed to them by Newman. (Witness here enumerated the security as set out in the petition and consisting principally of electric fitting, boiler, dynamos, etc.) Newman made no representations. He simply placed the fittings in their godown as security. Witness knew no Chinaman in connection with this property. Witness had nothing to do with the Ningpo business. Witness only sent electricians to Ningpo to do the work. Newman said that he would pay witness by and bye and then gave witness these goods as security. This affair occurred in May and the plaintiff came to witness's office in December and said that Newman got this machinery from him, the consideration being certain shares in Newman's new company. Newman was the man who gave the order. They had no dealings with anybody else. When plaintiff saw that the thing was falling through then he came to the Asbestos Company and tried to get back the machinery.

Plaintiff told him that he gave the machinery to Newman and the latter gave him some shares in the Ningpo Electric Light Co. He did not know whether the company was in existence but he knew that a building was in course of construction in Ningpo for the company. Witness's company proposed to supply the plant as per specification but they had nothing to do with Newman's company. Plaintiff claimed to be the owner of the property. Witness only understood that plaintiff had received a certain document and shares in the Ningpo Electric Light Co. in return for the machinery. The approximate value of the plant, according to their electrician's estimate, was about Tls. 4,000. He did not know much it would realise at auction. His claim in toto was something over Tls. 1,000. Newman said nothing at all that he owned the plant. On one occasion Newman sent a man to ask witness whether he could dispose of the plant. Witness would not try to dispose of it. Witness added that if Newman paid them the money due he could take away the plant.

Mr. Symonds—My client got judgment in this Court and he wanted execution on anything belonging to Newman. Mr. Bell will no doubt remember himself and his client, together with Mr. Derby, going to the office of the Asbestos Co. Now, did the plaintiff go there before them?—Plaintiff had been to our office before Mr. Symonds and party, but I did not see the man. I was told by my compradore that plaintiff had been to our office and offered to pay our bill against Newman if he was allowed to take away the machinery.

Mr. Symonds—Mr. Holcomb showed you what purported to be a list of the goods in your possession but I think you have more goods than that?—I have not tallied the goods with the list. There is one case which has not been opened at all and I don't know what it contains.

You saw that plaintiff valued his plant at Tls. 7,500?—Our electrician has placed the same value on the goods, but he says that it would only fetch Tls. 4,000.

What work did you do in Ningpo?—Our electrician went to Ningpo and erected there 200 drop lights with wiring, etc. I presume the fittings are still there. I cannot tell you anything about the building which Newman has been erecting there. We did not receive a cent so far. I have not seen any shares issued by Newman.

What you understood was that Newman got this machinery from the Chinese in exchange for these shares?—Yes.

Mr. Holcomb—Have you seen any document from this Court attaching this machinery in your godown?—No.

Sun Efang, cautioned stated—On the 14th of the 6th moon Newman came to Ningpo with two Chinese. They came to my place and examined my plant and made some remarks to the effect that the plant was too small and it would be better to take it down and exchange it for one of a newer and larger type. I replied that I had no funds. Newman then said, "If you haven't got any funds, let me be the manager and you act as my agent and within three months I will have the machinery here which would do the work of lighting. I will take the old plant down to Shanghai and sell it and the proceeds would go towards paying for the new plant." Newman afterwards demanded from me Tls. 10,000 which I could not raise. Newman then said that he would raise Tls. 8,000 which would be needed for the new plant. Newman made another proposal that he would raise the money required and if others had no ready money they could go into shares with him. The money raised on the old plant he would give shares for it. A month after that Newman came to Ningpo and removed the plant to Shanghai. Sometime afterwards I heard that Newman was not a reliable man so I demanded payment of the value of the plant in cash. The money was not forthcoming; I asked cash and refused to go

into partnership with him for other considerations. Newman then got another compradore to act as his agent in Ningpo. This new compradore advanced Newman Tls. 3,000, and though he received this money he did not pay me anything, I then came to Shanghai and demanded from Newman what was owing me. Newman put me off from day to day, saying come to-morrow, come to-morrow. After putting me off several times Newman then said that he had not sold the machinery and that I could go to the Asbestos Co. and see the machinery there. I went and saw the plant there. I wanted to take it away, but I was not allowed to do so. I have no other property or money. I got a document in English from Newman but I did not understand it and I simply wanted back my plant. I did not sign any document but Newman signed it.

Mr. Symonds said that the document in question was what Newman had given to his client also, and that shares in the International Commercial Corporation. This share scrip (produced) was what your client meant, I think.

By the Court—Newman never gave me any share scrip like the one produced.

Mr. Symonds said that in his former evidence, witness said that he had signed a document but he did not say what it was for.

By the Court—Newman promised to pay me in cash after the new compradore had been engaged but he never did so. Newman has also promised to give shares to me.

Mr. Symonds—Did Newman promise to pay you Tls. 4,000 for the plant, in shares?—Newman wanted me to raise Tls. 10,000 in cash for which he would give shares.

His Honour said that it would simplify matters if it were shown that there was some consideration for turning the plant over to Newman, for instance that he would give the value in shares.

The Clerk of the Court, in reply to the Court, said that he had in a professional capacity something to do with this affair and had seen a document in which plaintiff engaged to sell to the International Commercial Co. the property in Ningpo and he was to receive payment in shares of the company.

His Honour said that he wished to hear Counsel on the questions whether there had been any consideration, whether plaintiff had received payment in shares, and whether the transaction had been completed or not.

Mr. Holcomb in his summing up said that it was clear from the evidence offered that morning that Newman went to Ningpo and got possession of the plaintiff's plant on his promising to replace it by one of a newer and larger type, by the working of which more profits could be made. Newman got people to take shares in a company which he intended to start in order to work this electric undertaking but instead of using the money for the purpose represented he used it to pay his private debts. Newman was of a grasping disposition and deprived people of their property for his own private benefit. He would take whatever he could get and convert it in ready cash. Newman had done nothing he had agreed to do. By fraudulent means he had obtained and parted with this plant and the Asbestos Co's lien was created by Newman. He placed the plant with Mr. Bell as security for the payment of Tls. 960. Mr. Bell testified that the plant was placed in his godown as security for the debt. Newman represented to the plaintiff that he was this and that and thus induced this man to part with his plant. It was a pity that they could not get the contract to show the motive which actuated Newman. On the face of the share scrip it was clear that this company was not incorporated, otherwise these scrips would bear the seal of the Company.

Mr Symonds—It was a means to get money from the Chinese Newman had swindled.

Mr. Holcomb—It showed on the face of it that he intended to make it a corporation. At the time that Newman went to Ningpo to get this plant he started these shares of a company that had no existence. Newman's financial position was such that it was improbable that he could have put the business through. Whatever ready cash he got he turned it to his own use and the property he got he went and mortgaged it. Counsel could not see how any people could attempt to attach this property. If a man got a thing through fraud and mortgaged it, the rightful owner on finding it out could go to law and obtain his property back. Counsel asked the Court to restore the property to his client. If he had taken money it would be hard to obtain the identical money back. But if he took property the owner could take it back wherever he could find it so long as it was not mingled with other property. It seemed to him that every transaction of Newman had been fraudulent. He hoped the Court would see its way to make an order for the return of the property. His client had scarcely a dollar left. Newman's record had not a single bright spot in it and therefore it was a very unfortunate thing that the warrant could not be served. It would be a great hardship not to restore the property to the owner when he could identify it. The property stood apart and pledged by Newman whose transaction with Counsel's client was as manager of the company to be formed. Mr. Bell said distinctly that it was Newman who placed the goods there as security.

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Mr. Symonds said that it seemed to him that the only question the Court had to consider was whether this unfortunate man had parted with his plant or not. If he had it was very unfortunate as he had lost his right to get it back. It was pretty clear that he had parted with the plant for the shares. Plaintiff's former evidence was that he signed a contract and was offered shares and he only got shares. Mr. Holcomb said that there was a trust and the plant was given in trust. If there was a trust there would be a declaration of trust but there was nothing at all In a case like this one had to consider how the other creditors stood. Well his client was unfortunate enough to be Newman's compradore from April to July last year and during the time he was compradore in Shanghai he unfortunately loaned Newman something like Tls. 4,000 for the purposes of his business, but his client would go to the witness box and say that practically no business had been done at all in Shanghai during the period named beyond some disinfectants which Newman had succeeded in disposing. All the business Newman had was in Ningpo and instead of using the money as it was intended for, he expended it in the payment of his house and office expenses. Some of this money must have gone to Ningpo. Counsel's client found that Newman was all wrong and in August his client asked Newman to repay him the Tls. 4,000 advanced. He was bluffed that the money would be paid later on. When the matter was placed in the hands of Counsel's firm they were bluffed into extending the time for payment and eventually another compradore who was defrauded to the tune of Tls 5,000, obtained priority. This compradore did not give Newman so much rope as Counsel did, and that compradore got judgment and execution first. The judgment which had priority was entitled to get in all the property. The first compradore pointed out to the marshall of this Court the property he could put into execution and that consisted of property Newman had in Shanghai. It was composed of office and house furniture; all that property was sold at auction and the man got his money. Counsel's client then pointed out this electric plant to the marshall and asked for execution. If the Ningpo man had parted with this plant he had lost his title to it. Counsel's client had priority over it. With regard to those shares it was quite evident that Newman was a scamp and cheated the Chinese in all manner of ways. There was a warrant against Newman for obtaining money under false pretences and this document showed what class of a man he was. Of course Mr. Holcomb had said that his client deserved sympathy because he had lost all his money. The actual amount that man had lost Counsel did not know but there were assets in Ningpo in that man's possession and he was therefore better off than Counsel's client. There was a certain amount of plant and building in Ningpo and the Chinese company could go on with the lighting business, so that Sun Efang was not in such a very hard position as his client. That was all he had practically to say but he could call his client who will tell the Court the agreement between him and Newman In July he advanced to Newman all this money, part of which went to Ningpo. Counsel submitted that there was no trust as Mr. Holcomb had pleaded. This man in Ningpo had parted with his property in this plant and therefore Counsel's client was entitled to execution on this plant It was simply a question of priority of claim. Mr. Holcomb drew the compradore's agreement which was dated May and most of the money was advanced in June and July.

Mr. Holcomb said that the transaction spoke for itself—the very act the Court would construe to mean.

Mr. Symonds—As a rule.

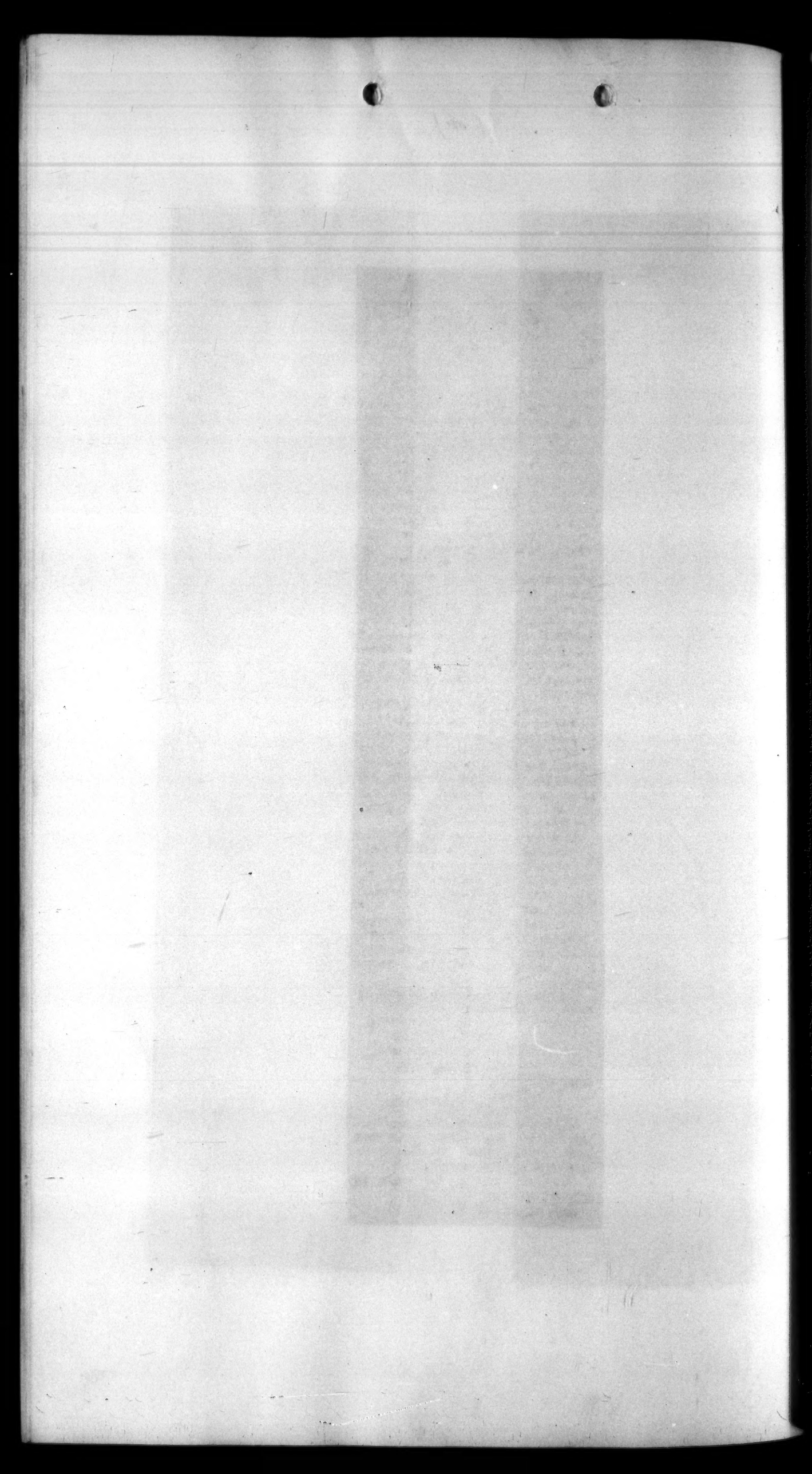
His Honour deferred judgment till 10 a.m on the following day.

JUDGMENT.

His Honour delivered the following judgment in the above case this morning:—

This is a petition in the nature of a interpleader by the claimant Sun E-fang in the orignial action brought by the plaintiff against the defendant Newman. The facts are as follows:—The petitioner Sun-E-fang was the manager and principal owner of the Electric Light Co. at Ningpo. On July 16th last an agreement was entered into with the defendant Newman for the enlargement of the electric light plant in exchange for machinery of the Ningpo plant; shares were to be given in a new company to be organised by the defendant. In pursuance of the agreement the old electrical plant was taken to Shanghai and stored in the godowns of the Shanghai Electric and Asbestos Co. Ld. The defendant Newman incurred indebtedness to the said Electric and Asbestos Co. Ld. for electrical material furnished him for the proposed new plant at Ningpo and, to secure such indebtedness, pledged the machinery to the holders.

Further than this the defendant Newman took no steps to carry out his agreement with the Chinese comprising the Ningpo Electric Light Co. It was brought out in the evidence that the organisation of the proposed Electric Light Co. was never perfected and the petitioner Sun-E-fang declares he received no shares, nor order calling for shares, nor cash, nor valuable consideration of any nature.



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On 2nd December, 1904, confession of judgment was entered by defendant Newman in favour of the plaintiff Zelay; under this judgment execution was issued on the 7th December, and the property came into possession of the Court.

To complete the sale of goods it is necessary that some valuable consideration be paid to the owners, unless such consideration pass, the title to the property remains in the original holders. In the present case the consideration as mentioned in the agreement was never tendered to the Ningpo Electric Light Co. nor to the petitioner Sun-E-fang No effort was made to form the proposed new company and the entire contract was so tainted with fraud as to make it voidable, a contract that is voidable may be rescinded and whatever has been paid or delivered under it, whether money or goods, may be recovered. It seems to the Court that in the case of trial the consideration having failed by reason of fraud, that the petitioner Sun E-fang has never parted with the title to the property in question and should have possession of the same.

The contention that by reason of Sun E-fang's neglect the plaintiff Zelay has obtained priority has no foundation for if the title to the property has never passed from Sun E-fang any judgment obtained against Newman could not affect such property and Sun E-fang is entitled to follow the goods and obtain possession of them.

As to the claim of the Shanghai Electric and Asbestos Co. Ld, no question arises as an agreement is in existence binding the petitioner Sun E-fang to pay the same should he recover his property.

It is hereby ordered that the property set out in the petition of Sun E-fang be delivered to him subject to the claim of the Shanghai Electric and Asbestos Co. Ld.

Costs on this petition to be paid by petitioner Sun E-fang.

Shanghai, China, 11th January 1904.

JAMES W. DAVIDSON,
U. S. Vice-Consul-General,
Acting Judicially.

Assented by
F. G. MONSE
J. C. EVERLEY } Associates.

Mr. Holcomb pointed out to the Court that his client was a very poor man and asked that the costs be assessed as low as possible.

His Honour said that they would be assessed according to the rules.

The Court then rose.

AMERICAN CONSULAR COURT.

Shangai, 30th December.

Before J. W. DAVIDSON, Esq., Vice-Consul-General in Charge.

MOLLER BROS. v. S. ZIMMERMAN, and S. E. SCHWARTZ.

Mr. E. H. Lammo appeared for the plaintiffs and Mr. F. M. Brooks for the defendant Zimmerman.

This was a motion by defendant's Counsel to vacate and set aside the decision of the Court rendered in the above case on or about the 16th December 1904, and to grant a new trial of the said case upon the following grounds :—

1.—Newly discovered evidence material to the defendant, which he could not with reasonable diligence have discovered and produced at the trial.

2.—Insufficiency of the evidence to justify the decision.

3.—That said decision is contrary to the law and evidence.

4.—Errors in Law occurring at the trial and excepted to by this defendant.

The motion was made upon the following affidavit :—

S. Zimmerman being first duly sworn, deposes as follows, to wit :—

That I am one of the defendants in the above entitled action.

That said action was begun in this Court on the 11th day of October, 1904. That prior to and during all the time of the pendency of said action I was ill in the hospital and was forbidden by my physician to see any-one. That although I sent word to my attorney to attend to the case, yet I never had one conversation with him until after judgment was rendered. That I never was at any time during the proceedings concerning the charterparty sued on in this action, a partner with S. E. Schwartz. That I never signed or authorised said Schwartz or-any one to sign for and on behalf of of myself. That I never ratified or accepted the said contract as mine. That I never represented by words or actions that I was a partner of said Schwartz. That I never offered plaintiffs or either of them Tls. 9,000 to settle for the loss of said ship, that I never had any interest whatever in the said contract, which was to my own knowledge a personal transaction of said Schwartz. While it is true that I was present at several conversations with plaintiffs and Schwartz, yet I positively informed plaintiffs and they well knew that I refused to be bound in any way by the contract. I deny absolutely that I paid Tls. 7,000 on account of freight of said ship or otherwise. That I never went with Schwartz to plaintiff in regard to the charter of said ship, but our meetings at the office of plaintiffs were not prearranged. The occasion of my seeing plaintiffs was on entirely different transactions. That if a new trial is granted herein I shall be able to come into Court and testify to the foregoing statement and that it was impossible to see, or converse with, any witness or my Counsel during the trial of said cause on account of my said illness. That I have since discovered the whereabouts of said Schwartz and that he was never served with the summons, and I had no opportunity to produce him as a witness. That said Schwartz will testify on a new hearing, if granted, that he was the sole party in interest in the making of said contract. That he was absent from Shanghai at all times during the trial of said cause. That said second charterparty was changed to its present form at said Schwartz's request and that he paid the Tls. 7,000 as freight and refused to pay same until said charterparty was changed. That it was so changed, and afterwards signed by Schwartz alone, and the money paid and receipt given on the same after said change was made. That it was never the intention to bind affiant in said contract and that no representation of any kind was ever made as to partnership in his presence. That this evidence has been discovered since the said hearing and said Schwartz has just returned to Shanghai, and this evidence could not have been produced at said hearing.

After hearing the arguments of Counsel on both sides, his Honour refused to grant the application for a new trial, giving reasons as follows :—

In S. Zimmerman's motion for a new trial there are noted grounds, numbering one, two, three and four, advancing arguments why a new trial should be granted. First, an affidavit filed by Zimmerman :

1.—Newly-discovered evidence material to the defendant, which he could not with reasonable diligence have discovered and produced at the trial.

With regard to the testimony offered, it cannot be considered as newly discovered, nor can it be argued that a hardship has been inflicted by the trial of the case during the illness of Zimmerman. At the close of plaintiffs' testimony during the trial, defendant's Counsel moved to dismiss the case and the Court asked if defendant wished to call any witnesses if the motion for dismissal was refused, and plaintiffs' attorney offered to take defendant's testimony at the hospital. Counsel for the defendant said that he had no objection to the taking of the testimony of his client, but could see no useful purpose to be served by so doing. So far as his client was concerned the merits of the case were in the motion. I will not dwell upon the technical, yet very material and just argument in Zimmerman's affidavit as to what Schwartz would testify if called, as it is not sufficient; nor on the fact that Zimmerman does not say that he could not have gotten Schwartz at the trial, had he so desired. The Court, if it could admit Schwartz's testimony, as offered by Zimmerman, would not consider it of sufficient weight to outweigh the testimony and documents now in Court, and on which the judgment was based.

2.—Insufficiency of the evidence to justify the decision.

After careful consideration the Court considers the evidence sufficient to justify the decision as rendered.

3.—That said decision is contrary to the law and evidence.

The Court cannot agree with the argument of Counsel, that the papers in this case failed to disclose any principal for whom Schwartz could be said to sign as agent. It is clear to the Court that Schwartz signed as agent for Schwartz & Co., which firm in the transaction being litigated was composed of S. E. Schwartz and S. Zimmerman, and against which latter judgment has been given in this case.

4.—Errors in Law occurring at the trial and excepted toby this defendant.

No exception of any importance was taken by the defendant to the rulings of the Court during the trial.

The motion for a new trial is hereby denied.

Signed: J. W. DAVIDSON,
American Vice-Consul-General
in charge.

Exception was taken by Mr. Brooks, the defendant's attorney, Nunc pro tunc, to the decision made at the trial.

Exception was taken by Mr. Brooks, the defendant's attorney, to the above decision and notice of appeal was given, and stay of proceedings was agreed to by Counsel on both sides until the 20th of January, 1905.

CONSULAR BUREAU. FEB 10 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. FEB 10 1905

No. 0

Consulate-General of the United States,

Shanghai, China, January 13th, 1905.

INDEX BUREAU. RECD. FEB 7 '05 DEPT OF STATE

CONSULAR BUREAU. NOTED

Mr. James W. Davidson,

To the Department of State.

Subject:

Marriage.

Abstract of Contents.

Transmitting marriage certificate for Joseph Whiteside and Mary van Schoonhoven Myers.

INDEX BUREAU MAR 6 1905 FILED

CHIEF CLERK. FEB 9 1905 Department of State.

No.

No. 0

Consulate-General of the United States,

Shanghai, China, January 13th , 1905.

Honorable Herbert H. D. Peirce,

Third Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith a certificate of marriage issued to Joseph Whiteside and Mary van Schoonhoven Myers,

I am, Sir,

Your obedient servant,

James W. Davidson

Vice Consul General in Charge.

Enclosure: one marriage certificate.

Form No. 87.

CONSULAR BUREAU.
NOTED.

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA Jan 12th 1905

I, James W. Davidson, Vice Consul-General of the United States at Shanghai, China, do hereby certify that, on this twelfth day of January A.D., 1905, at 91 Chaofoo Road in the city of Shanghai, China, Joseph Whiteside, aged 35 years, born in Colhoun County Alabama and now residing in Shanghai, China, and Mary van Schoonhoven Myers, aged 25 years born in Brooklyn, New York, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. Henry V. S. Myers, who is authorized by the laws of the State of New York to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this twelfth day of January, A. D., 1905, and of the Independence of the United States the 129th.

James W. Davidson

Vice Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONFIDENTIAL.

No. 629

Bureau

3rd ASST. SECRETARY.
FEB 10 1905

Consulate-General of the United States,

SHANGHAI, CHINA, January 14th 1905.

LEGAL BUREAU
REC'D
FEB 7 1905
DEPT OF STATE

Mr. James W. Davidson.

To the Department of State.

Subject:

Transfer of China Merchant's steamers.

Abstract of Contents.

Forwarding Chun Fai-ting's sworn declaration regarding payments made to Mr. Goodnow in order to obtain transfer of steamers.

Copy sent
Komura with
Mr. Peirce's report

INDEX BUREAU
APR 10 1905
FILED

CHIEF CLERK,
FEB 9 1905
Department of State.

CONFIDENTIAL.

No. 629

Consulate-General of the United States,

SHANGHAI, CHINA, January 14th 1905 1904.

Honorable Herbert H. D. Peirce,

Third Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honour to state that in compliance with instructions from the Department, I at once made enquiries regarding the Bills of Sale by which five steamers of the China Merchants Steam Navigation Company were transferred to Captain Knight, an employee in the Company. I was unable to ascertain at that time whether or not any payment had been made to anyone in the Consulate in return for the issuance of these Bills of Sale. The instructions from the Department directed me to be discreet in investigating the matter, and I therefore considered it unwise at that time to make direct enquiries of the parties most interested. Captain Knight has been out of town for some months, and is still absent.

After the departure of Mr. Goodnow I thought it best, in order to comply with the Department's wishes, to interrogate Mr. Chun Fai-ting, who is the General manager of the Company at Shanghai, and the person who would be responsible for any payments made on behalf of the Company.

Mr. Chun Fai-ting did not hestitate to answer frankly any enquiries, and with equal willingness signed and swore to the enclosed certificate, which I drew up quickly in his presence. The document is not quite as formal and complete as I would have had it, had I not considered it advisable to obtain his signature at once, and therefore was unable to devote the time to the paper that it deserved.

I now confirm my telegram of January 10th as follows:-

"Sec state Washington, In reply to your cypher telegram Chun Fai-ting, Manager China Merchants Steam Navigation Company, makes sworn declaration that he paid Goodnow Five Hundred Taels for each steamer transferred to Knight, and also One hundred Taels for each steamer transferred to Company. Sworn declaration will be forwarded by next mail. Davidson".

I have the honour to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL-GENERAL IN CHARGE.

Enclosure; 1, Chun Fai-ting's sworn declaration.

China Merchants Steam Navigation Company.

Shanghai. 190

This is to certify that I, Chen Fai Tung, Manager of the China Merchants Steamship Company stationed at Shanghai, China. did pay, during the month of June, 1900, to John Goodnow, American Consul General, the sum of twenty-five hundred taels (Tls 2500) for the transfer of five steamers of the China Merchants Steamship Company to Captain Knight, an American citizen in the employ of the China Merchants steamship Company, same being at the rate of five hundred taels (Tls 500) a steamer; and furthermore on the retransfer of the same steamers from Captain Knight to the China Merchants steamship Company, I did pay a further sum of five hundred taels, the same being at the rate of one hundred taels (Tls 100) a steamer.

Chen Fai Tung

Subscribed and sworn to before me this tenth day of January, 1905, at Shanghai, China. James W. Bancroft
American Vice Consul General in charge.

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Mr. James W. Davidson,

To the Department of State.

To Com. & Labor
and

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Subject:

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Abstract of Contents.

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CHINA.

IMPERIAL MARITIME CUSTOMS.

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AN INQUIRY INTO THE
GENERAL PROSPECTS AND ASSETS OF
CHINA IN INTERNATIONAL TRADE.

By the Inspector General of Customs.

1

AN INQUIRY INTO THE COMMERCIAL LIABILITIES AND ASSETS OF CHINA IN INTERNATIONAL TRADE.

ATTENTION has been recently drawn to the adverse balance of trade in China as gauged by the statistics of visible imports and exports published in the Annual Returns of Trade at the Treaty ports. The values, at moment of landing and shipping respectively, of the merchandise imported and exported, and of the recorded movement of treasure, during the last 10 years have been as follows :—

YEAR.	MERCHANDISE.		RECORDED MOVEMENT OF TREASURE.	
	Imports.	Exports.	Import.	Export.
	Hk.Tls.	*Hk.Tls.*	*Hk.Tls.*	*Hk.Tls.*
1894	139,569,201	144,690,042	13,613,000*	...
	$96,302,749	$ 99,836,129	$ 9,392,970	
1895	150,244,490	160,696,753	30,061,000*	...
	$103,668,698	$110,880,759	$20,742,090	
1896	177,630,606	146,929,691	...	6,394,000*
	$122,565,118	$101,381,073		$ 4,411,860
1897	177,915,163	181,769,995	...	6,870,200*
	$122,761,462	$125,421,296		$ 4,740,438
1898	184,486,528	177,165,384	...	2,981,818*
	$127,295,704	$122,244,115		$ 1,957,450
1899	233,953,853	217,610,004	...	6,368,335*
	$161,428,159	$150,150,903		$ 4,394,151
1900	185,870,551	176,680,221	16,644,527*	...
	$128,250,680	$121,909,352	$11,484,724	
1901	237,871,600	187,954,894	14,362,496	27,035,611
	$164,131,404	$129,688,877	$ 9,910,122	$18,654,572
1902	300,908,575	236,107,278	18,437,479	41,692,355
	$207,626,913	$162,914,022	$12,721,861	$28,767,725
1903	310,453,428	236,205,162	27,001,165	33,046,532
	$214,212,865	$162,981,562	$18,630,804	$22,802,107

Until the end of the war with Japan, China had incurred practically no Foreign debt. As a consequence of that war she was burdened with a debt of £50,000,000 (or, say, *Hk.Tls.* 400,000,000), and the periodic payments abroad under this head were further increased by the indemnities to be paid to Foreign Powers for their rescue operations in 1900–01 ; the annual payments under these two heads now amount to

G. $ 276,000,000

* Net import or export.

upwards of *Hk.Tls* 45,000,000 a year. The natural effect of this increase in the national indebtedness should be a compulsory increase in the shipment of merchandise to cover the indebtedness; but in this land of paradox it has happened that it is the imports which have increased, until they are now a third greater than the exports; and it is the object of this inquiry to throw some light on the anomaly thus presented.

There is no question here of the financial position of the Government: there has never been any doubt of its willingness to meet its obligations, enhanced though these are by the operations of exchange, over which it can have no control; and it has not allowed any hesitation in demonstrating its ability to make the periodic payments when due. This inquiry is made regarding the commercial condition of the Empire in its international exchanges. To define more clearly its scope, it may be said that every operation included in the inquiry is one which, under modern conditions of trade, will, excepting only for the movement of coin and bullion, cause a buying or selling of bank bills.

Foreign enclaves, whether ceded or leased, cannot be omitted from any inquiry into the condition of commercial China. In international exchange a trade transaction at Canton and Chinkiang will have a corresponding banking transaction at Hongkong and Shanghai respectively and on precisely the same footing; and the proceeds of sale of a consignment of cotton yarn for consumption in China may be applied to cash a bill drawn for a Foreign navy, whether the expenditure of the latter is to be made at Kiaochow or at Chefoo. Amounts for these Foreign enclaves are included under such sub-heads as **F**, **f**, **g**, **h**, **i**, and **l**, but for inclusion under sub-heads **A**, **B**, **a**, and **b** no figures are available except those obtained from our own statistics of trade between those places and the Treaty ports of China. This is the more to be regretted since the absence of any statistics of the movement of treasure in and out of Hongkong, to cover the financing of the trade of South China, must tend to vitiate the results of any such inquiry as the present.

With these elements of uncertainty, and in the absence of any power to compel the giving of true statistics in a country in which international trade is

conducted under conditions of extra-territoriality, any estimate of commercial liabilities and assets must contain many figures the accuracy of which is doubtful. In some cases a fairly close estimate may be made by careful inquiry, but in others the best that can be done is to adopt a reasonable working hypothesis, and on it to base a conjecture. The defects of the present estimate are recognised; it is presented, however, as the nearest to the truth that can be attained with the resources of one office, and in the hope that it may encourage special inquiry by others who may have special opportunities for obtaining information on one or other of the sub-heads: it is requested that any information so obtained may be sent to this office, and that contributors to the press on the subject will send here a copy of their communications.

Of the sub-heads under Liabilities, the one which includes the greatest element of uncertainty is **F.**—Net profits of Foreigners. If it is thought, after study of the details given below, that the amount stated is too large, it should be borne in mind that, in the outgo (commercial China's liabilities), no amount has been included to represent the net profits earned in China for banks having their head offices elsewhere.

Under Assets the most important sub-head is **m.**—Remittances from emigrants. While this sub-head presents many elements of uncertainty, it is believed that the estimate, *Hk.Tls* 73,000,000, represents an absolute minimum, and it is to be noted that, of this sum, *Hk.Tls* 10,000,000 are also included on the other side of the account under **B.**—Treasure imported. Of other sub-heads, **c.**—Land-frontier trade, **d.**—Railway development, **i.**—Repairs to Foreign vessels, and **l.**—Expenditure by Foreign travellers, present the greatest element of uncertainty; and it is hoped that further inquiry under these branches of the subject may elicit more accurate information. Under **d.**—Railway development, it is to be noted that China's liability is entirely in the future—even interest being now paid out of capital,—and that the money spent on this account must be considered, at the moment, a commercial asset of the Empire.

A study of the figures appended to this paper will show that, with liabilities estimated at *Hk.Tls.* 423,734,993, and assets estimated at *Hk.Tls.* 424,751,694, the account about balances, and that commercially China is, at the moment, paying her way.

H. B. MORSE,
Statistical Secretary.

INSPECTORATE GENERAL OF CUSTOMS,
STATISTICAL DEPARTMENT,
SHANGHAI, *4th November* 1904.

Note.—In the estimates which follow exchange has been taken at the average rate for 1903: *Hk.Tls.* 1 = 2*s.* 7$\frac{5}{8}$*d.*, U.S. gold $0.64, francs 3.34, marks 2.68, yen 1.28, these rates having been supplied by banks of the respective nationalities.

LIABILITIES.

	Hk.Tls.	
A.—Value of merchandise imported into the Treaty ports of China, 1903, at moment of landing	310,453,428	Gold $ 218,248,760
B.—Value of bullion and coin imported into the Treaty ports, 1903	37,001,165	26,011,819
C.—Principal and interest of Loans and Indemnities	44,210,400	31,079,911
D.—Expenditure on Chinese Embassies and Consulates abroad	1,320,000	927,960
E.—Expended by Chinese students and travellers abroad	3,000,000	2,109,000
F.—Net profits of Foreigners remitted to home countries	16,000,000	11,248,000
G.—Net freights and net premia of insurance (fire and marine) collected by Foreign companies	6,750,000	4,745,250
H.—Munitions of war, not included in value of merchandise imported	5,000,000	3,515,000
TOTAL	Hk.Tls. 423,734,993	G.$ 297,885,700

ASSETS.

	Hk.Tls.	Gold $
a.—Value of merchandise exported from the Treaty ports of China, 1903, at moment of shipment	236,205,162	166,052,229
b.—Value of bullion and coin exported from the Treaty ports, 1903	33,046,532	23,231,712
c.—Excess of exports over imports of unrecorded trade over land frontiers of China	4,000,000	2,812,000
d.—Expenditure on development of railways, mines, etc.	27,000,000	18,981,000
e.—Expenditure on Foreign Embassies and Consulates, etc., in China	5,000,000	3,515,000
f.—Maintenance of Foreign garrisons	7,500,000	5,272,500
g.—Expended on maintenance of Foreign war vessels, including money spent by crews	15,000,000	10,545,000
h.—Expended on maintenance of Foreign merchant vessels, including money spent by crews	2,000,000	1,406,000
i.—Repairs to Foreign vessels at Shanghai and elsewhere	10,000,000	7,030,000
k.—Expenditure on Foreign missions, hospitals, and schools	6,000,000	4,218,000
l.—Expended by Foreign travellers in China	6,000,000	4,218,000
m.—Remittances from and money brought in by Chinese emigrants	73,000,000	51,319,000
TOTAL	Hk.Tls. 424,751,694	G$298,600,441

DETAILS OF LIABILITIES.

A.—Value of merchandise imported into the Treaty ports of China, 1903, at moment of landing . . . . . *Hk.Tls.* 310,453,428

Hongkong trade is essentially a part of the trade of China, but, except for the materials for repairs to vessels (*see* i), the imports from abroad for Hongkong consumption may be considered as offset by exports abroad of Hongkong local products. The value of China's imports is taken from "Report on the Trade of China for 1903."

B.—Value of bullion and coin imported into the Treaty ports, taken from "Report on the Trade of China for 1903" . . . . . *Hk.Tls.* 27,001,165

Value of coin brought in by Chinese emigrants returning (*see* m) . . „ 10,000,000

Hk.Tls. 37,001,165

C.—Principal and interest of Loans and Indemnities.

Loans prior to 1900 (official statement made in May 1901) . . *Hk.Tls.* 24,408,700

Add for differences between rate of above calculation, 2*s.* 9*d.*, and average rate of exchange during 1903 (2*s.* 7⅝*d.*). . „ 972,200

Indemnities subsequent to 1900, as per Protocol (Indemnities taken at exchange of 3*s.*) . . . . . „ 18,829,500

Hk.Tls. 44,210,400

D.—Expenditure on Chinese Embassies and Consulates abroad: estimate accepted by Council of Foreign Ministers, May 1901. . *Hk.Tls.* 1,320,000

E.—Expended by Chinese students and travellers abroad: this may be taken at . . . . . *Hk.Tls.* 3,000,000

F.—Net profits of Foreigners remitted to home countries.

An estimate under this head will be mere guesswork, but it cannot be omitted; it is the correlative of the heading **m.**—Remittances by Chinese emigrants abroad. Among the elements disturbing any calculation are the following: all Foreigners are not thrifty as are the Chinese; many invest their savings in China; much that would otherwise be saving is sent for the support of children and dependent relatives; it happens sometimes that widows and their families remain in China; while some men regularly invest at home, others as regularly invest in China; etc. On the other hand, it is generally true that Foreigners return home, and, sooner or later, take their savings with them. In the absence of precise information we must, however, assume a basis of calculation, and that least open to hostile criticism will be the following:—

(*a.*) Most Foreigners invest their monetary savings, while in China, in real estate here, or in local enterprises—shares or debentures.

(*b.*) Against the savings of those who do not do so, but regularly remit capital home, may be put as offset the holdings of Chinese in Treaty-port real estate and in the shares of local companies.

(*c.*) Though local investments may be held out here temporarily, sooner or later they are remitted either as annual income or as realised capital of those who have left China.

(*d.*) On these grounds the sum total of—

(i.) Net rentals from real estate in the various ports, and

(ii.) Dividends of all local companies (including the Hongkong and Shanghai Bank)

may be taken as fairly representing the remitted savings of Foreigners in China.

Here, as under other headings, we must take Hongkong as essentially a part of commercial China. On this basis we find—

			G$
Shanghai net rentals	Hk.Tls.	4,500,000	3.163.500
Hongkong „ „	„	2,500,000	1,757,500
Other ports „ „	„	2,000,000	1.406,000
Dividends of joint stock companies and interest on debentures (Shanghai Stock Exchange)	„	7,000,000	4,921,000
TOTAL	Hk.Tls.	16,000,000	G$.11.248,000

In the above is not included the profit earned in China by banks other than the Hongkong and Shanghai Banking Corporation; nor is allowance made for losses on investments in, *e.g.*, cotton mills.

G.—Net freights and net premia of insurance collected by non-local companies.

As the result of my inquiries, I find as follows:—

			G$
Gross freight and passage money collected by Foreign ocean steamer companies	Hk.Tls.	15,000,000	10.545,000
Out-go for expenses connected with handling cargo, maintenance of agencies, movement of ships, etc.	„	9,000,000	6,327,000
	Hk.Tls.	6,000,000	4,218,000
Surplus of gross premia for fire and marine insurance over losses and expenses, estimated at	„	750,000	527,250
TOTAL	Hk.Tls.	6,750,000	G$. 21,617,250

H.—Munitions of war, not included in value of merchandise imported. It will be safe to allow for this | Hk.Tls. | 5,000,000 | G$. 3.515.000

DETAILS OF ASSETS.

a.—Value of merchandise exported from the Treaty ports of China, 1903, at moment of shipment (*see* remarks under **A**) . . . . *Hk.Tls* 236,205,162

b.—Value of bullion and coin exported from the Treaty ports of China, 1903 . . . . . *Hk.Tls* 33,046,532

c.—Excess of exports over imports of unrecorded trade over land frontiers of China.

This must be largely a matter of guesswork, but we will take only the following three heads:—

(*a.*) Opium in Tonkin: the Tonkin Customs record an import exceeding the recorded Chinese export by 1,250,000 francs . *Hk.Tls* 400,000

(*b.*) Tea by Han River to Russia: taking one year with another the reported value is . . . . . „ 1,000,000

(*c.*) Transfrontier trade, Mongolia to Siberia, Szechwan to Thibet, etc.: excess of exports over imports may be estimated, not including amount under (*a.*) and (*b.*), at not less than . . „ 2,600,000

Hk.Tls 4,000,000

d.—Expenditure on development of railways, mines, etc., provided from Foreign countries, the loans furnishing them not being yet repayable, and interest being paid out of capital.

The Russian system has had large sums spent on it to push it forward, but it will be safer to take the annual average at the same amount as for the other systems. Of these, I count (1) Russian in Manchuria, (2) Anglo-Chinese in Chihli and Manchuria, (3) British in Shansi, (4) German in Shantung, (5) French in Yunnan, (6) Belgian in the Pei-Han, (7) American in Yüeh-Han—in all, seven interests, introducing into China an average of £500,000 a year each, in all, £3,500,000 . . . . . *Hk.Tls* 27,000,000

This comes in the shape of railway plant (*Hk.Tls* 8,000,000 included in **A.**—Foreign imports) and funds for salaries of supervising staff and cost of houses and construction of lines. For development of railways and mines in Shantung during five years the amount actually spent was 55,000,000 marks, equal to . . . . . *Hk.Tls* 20,500,000

Deduct for expenses of head offices in Germany and for private savings of *personnel* . . . . . „ 2,500,000

Hk.Tls 18,000,000

Making the average for one year. . . . . *Hk.Tls* 3,600,000

This agrees with the statement made above.

c.—Expenditure on Foreign Legations and Consulates in China.

British.—The Budget for 1903–04 gave the following figures:—

Diplomatic Service	£ 8,367		
Consular Service	£65,991		
	£74,358		
Savings from salaries I would put at about £15,000, including cost of maintaining dependents at home; and drafts on private means at about £2,000: net deduction	£13,000		
	£61,358		

Great Britain maintains a Legation and 27 Consulates, costing	*Hk.Tls*	465,000	G$ 326,895	
In addition, Civil Service vote for Weihaiwei, £9,000	„	68,000	47,804	
Add for expenses from other votes (telegrams, etc.)	„	42,000	29,526	G$
	Hk.Tls	575,000		404,225
The *United States of America* maintains 9 Consulates, the remittances for which on the British basis would be £23,500; salaries are lower, but other expenses are probably heavier; say for Legation and Consulates	„	175,000		G$ 123,025
France has 10 Consulates: expenditure on Legation and Consulates may be put at	*Hk.Tls*	200,000	G$ 140,600	
Kwangchowwan Civil Service vote, say	„	300,000	210,900	G$
	„	500,000		351,500
Germany has 9 Consulates: for expenditure on Legation and Consulate the Budget provided	*Hk.Tls*	370,000	G$ 260,110	
Civil Service vote for Kiaochow	„	3,400,000	2,390,200	
	Hk.Tls	3,770,000	2,650,310	
Deduct for personal savings	„	770,000	541,310	G$
	„	3,000,000		2,109,000
Japan has 11 Consulates, for which and the Legation we may assume expenditure of	„	150,000		105,450
Nine other Powers, with Legations and a total of 23 Consulates, may be assumed to spend	„	600,000		421,800
	Hk.Tls	5,000,000		3,515,000

f.—Maintenance of Foreign garrisons under Foreign flag, but drawing supplies from surrounding Chinese territory and spending money mainly for benefit of Chinese.

Hongkong, voted 1903–04 £128,000	*Hk.Tls*	1,000,000
Kiaochow, voted 1903–04 marks 3,390,000	„	1,250,000
Kwangchowwan, voted 1903–04, say	„	250,000
Port Arthur and railway guards in Manchuria, expenditure probably many millions, but put here at a minimum of	„	2,750,000
Legation guards, and forces in Chihli, say	„	2,250,000
	Hk.Tls	7,500,000

g.—Expended for maintenance of Foreign war vessels in Chinese waters, including Kwangchowwan, Hongkong, Kiaochow, Weihaiwei, and Port Arthur.

I was able to obtain a careful estimate of such expenditure for one navy—made, after long inquiry, by the Paymaster of one ship—and a statement based on official figures for another navy. From these I have made the following summary estimate of expenditure for 1903:—

British squadron	*Hk.Tls*	5,300,000
American „	„	4,000,000
Russian „	„	2,000,000
French „	„	1,500,000
German „	„	1,000,000
Other nationalities	„	1,200,000
	Hk.Tls	15,000,000

h.—Expended for maintenance of Foreign merchant vessels, and expended by crews.

The corresponding estimate for Japan is yen 400, say, *Hk.Tls* 300, for each Foreign merchant steamer arriving in Japan. In 1903 there were 6,700 Foreign vessels entered at Chinese ports from abroad, and, on the basis of the Japanese estimate, there was spent by them the sum of . . . . . *Hk.Tls* 2,000,000

i.—Repairs to Foreign vessels at Shanghai and elsewhere.

Under this heading it is impossible to obtain anything like accurate information. During three years the divisible profits of FARNHAM, BOYD, & Co., Limited, at Shanghai, averaged *Hk.Tls* 752,000

It is improbable that this firm, almost monopolising the shipbuilding and repairing business at Shanghai, works at less than 10 per cent. profit on its gross receipts; and the sum spent at Shanghai for repairs to shipping is not over . *Hk.Tls* 7,500,000

If, of this sum, we allow *Hk.Tls* 1,000,000 for repairs to Chinese ships, and for repairs to war vessels included under **g**, we may take the cost of docking and repairing Foreign ships at Shanghai, Hongkong, Amoy, Foochow, etc., due allowance being made for materials imported into Hongkong but not included under **A**, at about . . . . . *Hk.Tls* 10,000,000

k.—Cost of maintenance of Foreign missions, hospitals, and schools: funds remitted from home countries.

From the information supplied to me I estimate the total annual amount of the funds remitted to be . . . . . *Hk.Tls.* 6,000,000 G.$ 4,218,000

l.—Expended by Foreign travellers in China.

The corresponding estimate for Japan, made by Governmental authority, was yen 16,000,000, or, approximately, *Hk.Tls.* 12,500,000. Tourists spend more in Japan than in China, and it will be safer to take this expenditure in China at not over . . . . . *Hk.Tls.* 6,000,000 G.$ 4,218,000

m.—Remittances from emigrants abroad.

	Minimum.	Maximum.	
	Hk.Tls.	*Hk.Tls.*	
1. United States and Canada . .	14,000,000	38,000,000	G.$ 26,714,000
2. Hawaii	1,500,000	3,250,000	„ 2,284,750
3. American Hemisphere, rest of .	2,000,000	5,000,000	„ 3,515,000
4. Australia	5,000,000	10,000,000	„ 7,030,000
5. Japan	1,500,000	2,750,000	„ 1,933,250
6. Siberia and Korea	1,000,000	2,000,000	„ 1,406,000
7. Philippines	3,000,000	4,000,000	„ 2,812,000
8. Indo-China	5,000,000	15,000,000	„ 10,545,000
9. Singapore and Malay Peninsula:			
10. Dutch Indies (including Borneo):			
11. Siam:			
Remittances by bank paper .	12,500,000	25,000,000 *	„ 17,575,000
„ in coin . . .	5,000,000	10,000,000 *	„ 7,030,000
12. British India	2,500,000	10,000,000	„ 7,030,000
13. Formosa	2,000,000	5,000,000 *	„ 3,515,000
Total . . *Hk.Tls.*	55,000,000	130,000,000	G.$ 91,390,000

* The most trustworthy estimate makes the total of these three items *Hk.Tls.* 37,620,000, making the maximum grand total, *Hk.Tls.* 127,620,000.

Details of a maximum estimate of remittances from emigrants abroad, based mainly on the inquiry of a banker (Mr. X.) with long experience in the East.

1. *The United States of America and Canada.*

The U.S. census for 1900 gives: west of Rocky Mountains		67,729
east " "		22,534
And there are in Canada		11,000
		101,263

Mr. X. estimates remittances from Pacific Slope to—

Hongkong	£40,000 a week.
Shanghai	£20,000 "
Other ports	£15,000 "
	£75,000 a week.
or, say, in one year	£3,750,000

From Atlantic Slope Mr. X. puts them at well over £1,000,000,

or, say	£1,250,000
	£5,000,000
at 2*s.* 7½*d.*, say	*Hk.Tls* 38,000,000

N.B.—This gives *Hk.Tls* 375 *per capita*.

Mr. J. W. JAMIESON ("Foreign Trade of China, 1902") estimates remittances from "Pacific Slope of North America" at £5,000,000 annually.

By Mr. X.'s estimate there is ample margin, since he takes no note of the probably large sums sent by coolies through the companies or Chinese private firms trusted by them.

2. *Hawaii.*—The U.S. census, 1900, gives 25,767 as the number of Chinese in Hawaii. Some of these are merchants and market gardeners; the coolie market is largely supplied by Japanese. Taking *Hk.Tls* 125 as annual average, we have . . . . . " 3,250,000

3. *American Continent.*—GOTTWALDT* gives numbers outside the U.S. and Canada as about 145,000. We have no means of getting at the amount of their remittances, but being mainly in Spanish America their earnings are probably small. Still, they must have a surplus or they would not continue to go. We may put it at *Hk.Tls* 35 a head, or, say . . . . . " 5,000,000

4. *Australia.*—GOTTWALDT gives the number of Chinese in Australia as 30,000. Mr. X. estimates their annual remittances at £750,000 to £1,000,000, or, say, *Hk.Tls* 6,000,000 to *Hk.Tls* 7,500,000. Mr. J. W. JAMIESON (Report, 1902) says that "Australian contributions cannot fall far short of £1,500,000 to £2,000,000." It is probable, the conditions being the same, that Chinese in Australia earn as much as in the U.S.; but taking it at *Hk.Tls* 333 *per capita*, we have " 10,000,000

* "Die Ueberseeische Auswanderung der Chinesen," von H. GOTTWALDT, Bremen, 1903.

5. *Japan.*—Chinese residents: 5,500 males, 1,500 females. It is probable that, in Japan at least, the females are of the families of the Chinese residents, and are not wage-earners. The men are mainly merchants, compradors, and shroffs, no laundrymen, few servants, and no coolies; their surplus earnings are therefore on a higher scale than in the U.S., or, say, *Hk.Tls.* 500 a head, giving a total of . . . . . *Hk.Tls.* 2,750,000 G.$ 1,933,250

Mr. X. estimates surplus at $1,000 a head.

6. *Siberia and Korea.*—GOTTWALDT gives the Chinese population at 28,700. Allowing a fair proportion of traders, though in a small way, we may put the surplus earnings at a little over *Hk.Tls.* 70 a year, or, say, in all . . . . . „ 2,000,000 - 1,406,000

7. *Philippines.*—Chinese population put at 80,000. This being nearer home, and the Chinese supplying the lower urban occupations and some of the field labour, it would be safe to put net earnings at only *Hk.Tls.* 50, or, say, in all . . . . . „ 4,000,000 - 2,812,000

8. *Indo-China.*—Chinese population, 150,000. The huge rice trade of Saigon is in the hands of Chinese. Chinese residents are not so well received or so well treated as further south, and for this payment has to be made; and wages of Chinese servants are good. A safe estimate, therefore, would be *Hk.Tls.* 100 a head, or, in all . . . . . „ 15,000,000 - 10,545,000

9. *Singapore and Malay Peninsula* (985,000):

10. *Dutch Indies (including Borneo)* (600,000):

11. *Siam* (2,500,000):

The figures are GOTTWALDT's estimates of the Chinese population.

Here we are on uncertain ground, in view of the fact that many of the Chinese are not "emigrants" remitting home, but (especially in Siam) are settlers making their home abroad. Mr. X. estimates their remittances from (9) Singapore and Malay Peninsula at £2,250,000 a year, or, say, *Hk.Tls.* 17,000,000. If we allow *Hk.Tls.* 3,000,000 from Siam and *Hk.Tls.* 5,000,000 for remittances from the Dutch Indies, we have a total of . . . . . „ 25,000,000 - 17,575,000

From these three regions (9, 10, and 11), especially 9 and 10, it is that the demand comes for contract labour enlisted for a short term. While all other emigrants entrust their earnings to the fertilising stream of bank bills,

these ignorant coolies, returning after a short term of from three to five years, bring much of their earnings in coin. From inquiries made at the ports from which this emigration takes place, it is estimated that about 200,000 such contract labourers return to China in a year, bringing with them coin to the amount of . . . . . *Hk.Tls.* 10,000,000

A third point to be considered in connexion with this group of countries is the emigration of females, to be disposed of for the profit of their masters, whether legitimately as wives and concubines, or, as is more commonly the case, for purposes of prostitution. In 1899, according to the Statistics * of the Protector of Chinese at Singapore, 5,514 Chinese women arrived at Singapore alone from China; in 1900 it is estimated that 7,700 such women left Hongkong, Amoy, and Swatow for the Southern Seas. The difference between the prices realisable at Hongkong and Singapore is put at $100 to $200. As it is the gross sum, not the profit, which has to be remitted, we may take the higher sum, or *Hk.Tls.* 133, giving a total of *Hk.Tls.* 1,000,000. I content myself with noting the fact.

12. *British India.*—Burma has a Chinese population of 40,000, practically controlling the trade of Rangoon. Mr. X. estimates their remittances at £1,000,000, or £25 (*Hk.Tls.* 190) a head, which seems a safe estimate. For Calcutta, Bombay, and Colombo he estimates the remittances at a quarter to half a million pounds, or, say, in all . . . . . „ 10,000,000

13. *Formosa.*—Chinese population, 2,600,000. This population, though Chinese by origin, is now nationalised as Japanese. Their "home" connexion is, and always has been, Southern Fuhkien, from which country Formosa has been colonised within the last 200 years. Their ancestral graves are in Fuhkien, and their faces are turned thither, as is seen especially at the time of care for the graves. For the colonists, however—the permanent residents,—this is merely a sentiment, not likely to cause a flow of remittances from Formosa now that it is Japanese. The wealthy landlords, the merchants and their dependents, and the annual temporary influx of tea packers, still maintain their connexion with Fuhkien; and from their rents, profits, and earnings we may expect to have remittances to the annual amount of . . . . . „ 5,000,000

Hk.Tls. 130,000,000

* Quoted in GOTTWALDT, *loc. cit.*

Statement of bank remittances known to have been made to this country by Chinese residents abroad during 1903, made by a banker (Mr. Z.).

Place whence remitted:—

	Mexican Dollars.	
New York	6,000,000	G.$ 2,748,000
San Francisco	15,000,000	" 6,870,000
Saigon	700,000	" 320,600
Bangkok	5,000,000	" 2,290,000
Batavia	1,280,000	" 586,240
Samarang	360,000	" 164,880
Soerabaya	120,000	" 54,960
Singapore	6,155,000	" 2,818,990
Penang	4,400,000	" 2,015,200
Rangoon	1,230,000	" 563,340

The minimum estimate on page 11 is mainly based on these figures.

A very careful estimate has been made by Mr. GOTTWALDT, of the German Consular Service, of the sums remitted and brought back by emigrants from certain only of the countries to which emigrants go. The countries covered by him are those numbered by me 9, 10, 11, 13, and his estimate based upon careful calculation is that the annual sum is . . . . . *Hk.Tls.* 37,620,000 G.$ 26,446,860

If to this we add my minimum figures for countries 1 to 8 and 12, viz. " 35,500,000 " 24,956,500

we have a total of . . . . . *Hk.Tls.* 73,120,000 " 51,403,360

This figure I take as probably the nearest to the truth that we can get with our present information, and as pretty certainly a minimum estimate. Nothing is included for the large body of Chinese who, even prior to 1904, were in South Africa. Further, contract labourers have no savings for the first year or two as their earnings go to repay the contractors for the cost of transport and advances, and only net savings of the labourers are included; but the payments to the contractors must be returned to China in a constantly recurring stream to provide advances and transport for a fresh supply of labourers.

II.—SPECIAL SERIES.

No. 1.—Native Opium	Published	1864.
„ **2.**—Medical Reports: 65th Issue (First Issue, 1871)	„	1904.
„ **3.**—Silk	„	1881.
„ **4.**—Opium	„	1881.
„ **5.**—Notices to Mariners: Twenty-second Issue (First Issue, 1883)	„	1904.
„ **6.**—Chinese Music	„	1884.
„ **7.**—Instructions for making Meteorological Observations, and the Law of Storms in the Eastern Seas	„	1887.
„ **8.**—Medicines, etc., exported from Hankow and the other Yangtze Ports, with Tariff of Approximate Values	„	1888.
„ **9.**—Native Opium, 1887	„	1888.
„ **10.**—Opium: Crude and Prepared	„	1888.
„ **11.**—Tea, 1888	„	1889.
„ **12.**—Silk: Statistics, 1879–88	„	1889.
„ **13.**—Opium: Historical Note; or the Poppy in China	„	1889.
„ **14.**—Opium Trade: March Quarter, 1889	„	1889.
„ **15.**—Woosung Bar: Dredging Operations	„	1890.
„ **16.**—Chinese Jute	„	1891.
„ **17.**—Ichang to Chungking, 1890	„	1892.
„ **18.**—Chinese Life-boats, etc.	„	1893.
„ **19.**—Report on Sound Trials of Sirens	„	1895.
„ **20.**—Chungking: Business Quarter and Mooring Grounds, 1896	„	1896.
„ **21.**—China's Defective Currency: Mr. Woodruff's Remedial Suggestions	„	1897.
„ **22.**—Railways and Inland Taxation: Mr. Bredon's Memoranda concerning	„	1897.
„ **23.**—Outward Transit Pass Procedure at Canton: Provisional Rules	„	1897.
„ **24.**—International Marine Conference, Washington, 1889	„	1898.
„ **25.**—West River: Report on Trade Conditions, etc., in 1897	„	1901.
„ **26.**—Land Tax: the Inspector General's Suggestions *re* Collection, Appropriation, etc.	„	1904.
„ **27.**—An Inquiry into the Commercial Liabilities and Assets of China in International Trade	„	1904.

INDEX BUREAU RECD. FEB 27 1905 DEPT. OF STATE

3rd ASST. SECRETARY. FEB 28 1905 RECEIVED MAR 2 1905 BUR. ACCOUNTS DEPT. OF STATE.

No. 631.

Consulate-General of the United States,

SHANGHAI, CHINA, January 16th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

INDEX BUREAU MAR 6 1905 FILED

Subject:

Acknowledging receipt of Department's December 7th despatch.

Abstract of Contents.

Regarding expenditures in transferring Prisoners Odlum and Munz to California.

CHIEF CLERK, FEB 27 1905 Department of State.

No. 631.

Consulate-General of the United States,

SHANGHAI, CHINA, January 16th 1905. , 190 .

Honorable Francis B. Loomis,
Assistant Secretary of State,
Washington, D. C.

Sir:

I have the honour to acknowledge receipt of the Department's despatch of December 7th addressed to John Goodnow, Esq.

In regard to the transfer of San Quen Tin prison in California of the two prisoners George D. Odlum and Joseph Munz, a separate itdmized account of expenditures in connection with this transfer was forwarded to the Department on December 23rd with the quarterly accounts.

I have the honour to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL-GENERAL IN CHARGE.

INDEX BUREAU
RECD.
FEB 27 '05
DEPT OF STATE

3rd ASST. SECRETARY.
FEB 28 1905

No. 62

Consulate-General of the United States,
SHANGHAI, CHINA, January 28th 1905, 190 .

Mr. James W. Davidson,

To the Department of State.

Subject:

Joseph Howard.

Abstract of Contents.

Applying for permission to send prisoner Joseph Howard to San Quentin.

Ltr Atty Gen
mark 17/or
See letter from atty Gen.
Encl 2 4/or d. 2d
Prisoner Letter Jail 8
accepted. See 644 Feby
21/or from Shanghai

INDEX BUREAU
MAR 29 1905
FILED

CHIEF CLERK,
FEB 27 1905
Department of State.

No. 632

Consulate-General of the United States,

SHANGHAI, CHINA, January 28th 1904. 15 , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honour to state that on the 25th January this Consular Court found Joseph Howard guilty of burglary, and sentenced him to 18 months imprisonment.

Howard is in indifferent health, and I am informed by our medical officer that solitary confinement in one of our small jail cells would be quite sure to affect his health very seriously. I would therefore apply for permission to send him to San Quentin prison. I will be able probably to deputise the Captain or Purser of some steamer, so that the expense of transporting him will not be great.

I have the honour to be,

Sir,

Your obeident servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Shanghai

TELEGRAM RECEIVED.

From Chicago Ills.

Jan 26, 1905.

Received 10⅙ P M.

Dept of State,

Wash. D.C.

Will arrive in Washington tomorrow Evening

John Goodnow

DEPT. OF STATE
3 P
1 19 PM 1905
CLERK'S OFFICE

INDEX BUREAU
REC'D
JAN 26 '05
DEPT. OF STATE

ASST. SECRETARY.
JAN 26 1905

INDEX BUREAU
FEB 2 1905
FILED

No. 0

INDEX BUREAU RECD. FEB 27 '05

3rd ASST. SECRETARY. FEB 28 1905

Consulate-General of the United States,

Shanghai, China, January 28th , 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Law Report.

Is Atty Genl Instr. 17/15
See 644 - July 31/05 from Shanghai

Abstract of Contents.

Case U. S. v. B. Griffin & J. Howard.

INDEX BUREAU MAR 29 1905 FILED

CHIEF CLERK, FEB 27 1905 Department of State.

Shanghai, China, January 28th, 1930.

James W. Davidson,

Law Report.

Case U. S. v. R. Griffith et al.

No. 0

Consulate-General of the United States,

Shanghai, China, January 28th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith in duplicate, report of the case U. S. v. Bernard Griffin and Joseph Howard.

I have the honor to be,

Sir,

Your obedient servant,

James N. Ransom

VICE CONSUL GENERAL IN CHARGE.

Y

U.S. CONSULAR COURT.

Shanghai, 24th January, 1905.
Before the Hon. J. W. Davidson, Acting Consul General and Messrs. W. P. Boyd and Chas. Sturmann, Associates.

ALLEGED BURGLARY.

Bernard Griffin and Joseph Howard were charged on remand with burglariously breaking and entering the Thomas Hanbury Coffee House and stealing therefrom the sum of $10 the property of Mrs. Maclean. The first named was further charged with begging from H. Hamlyn on the 14th inst.

Mr. F. Brooks was appointed by the Court to appear for the defence.

Mr. Brooks said that he had had a consultation with the accused and had decided to plead guilty to the crime of petty larceny.

Inspector Bourke, however, would not accept this as he said he could prove burglary.

The prisoners therefore pleaded not guilty to burglary.

The first witness called was Detective Vaughan who when sworn gave evidence of the arrest of the two prisoners; Griffin at the Hanbury Coffee House and Howard in the Tiendong Road. Griffin had stated that he wanted to leave Shanghai by the Pacific Mail steamer for Frisco and did not have anything to do with the matter. Witness took Griffin to the station as Mr. Mclean affirmed he could prove the burglary. Witness also gave evidence of finding the bottom clasp of a window on the floor. During his evidence witness wandered into what he had been told and conclusions he had come to, on these occasions Mr. Brooks objected and kept the witness strictly to what he had seen. Mr. Maclean gave him the names of the accused and afterwards he had arrested Howard in the Tiendong Road on the identification of Mr. Maclean. Griffin had said that he had been in bed at the Coffee House since the previous evening while Howard said he had slept at 35 Scott Road since 10 o'clock and referred him to the woman of the house who would be called a witness.

Mr. Maclean, sworn, said that he was the manager of the Coffee House. His man called him, he could not say at what time but it was before daylight. He went down to the bar, he did not see the accused there, but the window leading into the street from the bar was open. He had examined the window in the boys' room and it must have been forced from the outside. The door to the bar had been opened with a key, Griffin was a guest, he had seen him during the day. Griffin had stopped some time at the house and had given no trouble; his accounts, including chits were paid. The $10 stolen was small change given to the bar-boy for change; it was kept in a tumbler in a cupboard in the bar. The cupboard was locked. The door had been forced as was shown by the woodwork, the lock was not broken. When witness examined the cupboard the tumbler was empty and some meal chits were missing. Only the boys slept on the ground floor; all the bed-rooms were upstairs. The boy had been in his employ since the house opened. Witness considered the boy trustworthy.

In cross-examination witness identified the prisoners and said they were not on the premises when the house closed. He could not say from personal knowledge; but if they had been in, their names would have been entered in the bed-book. It was not usual for him to inspect the house after closing for the night. The guests could come in after closing hours but the coolie who slept near the door would know about it.

Wah, the coolie employed at the Coffee House, cautioned, said at about 1 o'clock of the night in question he was awakened by the noise made by his window being forced. Witness identified the prisoners and gave evidence of their taking the key of the bar which was kept on a table, under the window, by his bed side. He could identify the prisoners as a match had been struck while they were in the room. After taking away the key the prisoners returned upstairs but four or five minutes after he heard them go past his room into the bar: he followed them and saw the tall prisoner, Griffin, stooping near the cupboard where the money was kept. The bar was lighted by the electric lamp out in the street so that he could identify the prisoners. The short one, Howard, had covered witness's eyes with his arms so that he could not see what they were doing; when he objected Howard struck him a blow on the face. He called to the manager for help but by the time assistance came Griffin had gone upstairs and Howard fled through the window looking on Broadway. The key of the bar was found in a bed-room upstairs.

The next witness was Sing Gee who after giving most explicit evidence, acknowledged, on cross-examination by Mr. Brooks, that on this special night he had gone home at 10 p.m. so he could not have seen what he said he had.

H. Hamlyn, an employee of the Waterworks, gave evidence of Griffin having begged the price of a bed of him on the night of the 14th at 11.40 and in not receiving same had passed his hands over witness's body in search of any valuables he might appropriate.

Kitty, an inmate of 35 Scott Road, identified Howard and said that he had come to her house at 2 a.m. Sunday morning and asked witness to say, if she was questioned, that he had been there since 10 o'clock the previous evening. Howard had five dollars (in paper) and some small change; he gave witness a dollar and 40 cents to another girl as camshaw.

Mr. Maclean recalled said that the $10 was change for the bar-boy but he could not say of what denomination the coins were that made up the amount. The bar-boy could do so.

The Court then sent for the bar-boy.

Tsang said that the amount was made up of five silver dollars and the remainder 10 and 20 cent pieces. He had locked up the cupboards and took the key home with him. On his return, the following morning, he found the door of the cupboard forced and the money gone. There was no paper money in the $10.

This ended the case for the prosecution.

Mr. Brooks in opening his defence pointed out to the Court that the law required that all benefit of doubt should be given to the prisoners and that the law required positive proof before the prisoners could be convicted of the serious crime of burglary. Both accused were inmates of the house and had been drinking freely; the crime was not a serious one; there had been no assault nor were weapons found on the prisoners, in fact it might rightfully be called a drunken debauch. As regards Griffin, he would show that he had gone up to bed about 10 p.m. and during the night Howard had come to him and asked him to come into the bar to have some beer, there being none there he had gone back to bed. Howard acknowledged that he was drunk and oblivious to what he had been doing. He would call one, or perhaps, two witnesses.

Griffin, sworn, said he was a seaman and had come from Nagasaki. He had been employed for over four years in Luzon, P. I., mining; he had come to Shanghai six weeks ago as a passenger. He knew Howard and had had a drink with him at 9.30 on the 15th. He had also four drinks upstairs in his bedroom. He had received $10 from a friend, present in Court, and paid for his beer. With this $10 he had bought shoes and some underwear. Howard had come into his room that night and woke him up by attempting to get into the bed. After some conversation Howard asked him to come and have some beer. He went down to the bar when he heard the coolie shout out "Get out of here," he immediately returned to his room. He did not crawl through any window nor stoop down, in fact, he had nothing to do with the affair. He had stated to the detective that he wanted to leave that day by the P. M. steamer as by not doing so he would lose 700 or 800 dollars. He had had no employment since he had been in Shanghai. He had from $40 to $50 when he arrived here. He had paid for his board. He knew the gentlemen who gave him the $10 as a boarder at the Hanbury Coffee House. The money was given to him at the Astor and was to pay his passage to Nagasaki. He first knew Howard as a seaman. He could not say what time Howard came to him in the room as he did not have a watch but it was after the house was closed. He had never begged from Hamlyn or anyone else. He had never given money to Howard who seemed to always have a few dollars in his pocket.

Mr. Brooks then addressed the Court pointing out the only witness who had given evidence of identification was the coolie, who on cross-examination contradicted himself and acknowledged being startled when he woke up. He did not think the Court would convict on the bare word of a coolie. He would therefore request the Court to discharge Griffin. As regards Howard he would ask the Court to take as lenient a view of the matter as possible.

Decision was reserved till 10 a.m. the 26th inst.

Shanghai, 26th January.

The Court gave the following judgment:—

Burglary is the breaking and entering the house of another in the night time, with the intent to commit a felony therein, whether the felony is actually committed or not.

The evidence given in this case shows that the defendant Griffin was a regular boarder at the Thomas Hanbury Coffee House which is an hotel for sailors. The defendant Howard was not a boarder at the time of the alleged burglary. The doors of the institution are closed before midnight and guests who anticipate not returning before the closing hour generally make arrangements, before going out, with one of the Chinese servants who will then let them in on their return. On the night in question, Griffin had made no such arrangements and according to the testimony of the witness Hamlyn was seen outside the hotel at 11.40 and there is also the evidence of the Chinese coolie Wah that Griffin entered through the window of the room where Wah slept. In order to constitute the crime of burglary there must be the intent to commit a felony as well as the actual breaking. In the case of Griffin who was a regular boarder, the Court is not satisfied from the evidence produced that there was such an intent. Wah testifies that Griffin proceeded immediately upstairs presumably to his room. Wah also testifies that he saw Griffin some five minutes later in the bar-room though he did not see him tampering with the closet in which the money was kept.

Griffin testified that he accompanied Howard downstairs but that he did not enter the bar room. There is not, in the opinion of the Court, sufficent evidence of the commission of, or the intent to commit, a felony by Griffin. The crime not having been proved beyond a reasonable doubt the Court cannot do otherwise than dismiss the charge of burglary against Griffin.

In the case of Howard there is the evidence of the coolie Wah that he with Griffin forced open the window leading into the coolie's room by breaking in the iron staple in which sat the window bolt and in this way gained an entrance. After having gained such entrance Howard committed the larceny to which he pleads guilty. There is evidence to show that the key to the bar room was taken from the table in the coolie Wah's bedroom without the coolie's consent or knowledge; that the door to the bar-room was with this key unlocked, that the accused Howard was seen by the coolie Wah in the bar-room, that immediately following the departure of Howard through the window of the bar-room which Howard opened from the inside for that purpose the closet door was found broken open and the money missing. These facts combined with Howard's plea of guilty to larceny establishes, in the opinion of the Court, in respect to the charge of burglary. The Court can infer intent only from the actual acts of the accused and believes that the house breaking was effected for the purpose of effecting said larceny. The defendant Howard is therefore found guilty of the charge of burglary and is sentenced to eighteen months imprisonment at hard labour.

In regard to the police charge of begging brought against Griffin there is the evidence of Hamlyn that he was approached for alms by Griffin and upon Hamlyn informing him that he, Hamlyn, possessed only a little small change Griffin passed his hands over Hamlyn's coat apparently to assure himself that Hamlyn possessed nothing more. This last mentioned act constitutes a serious offence in itself but was not made the subject of a charge by the police. The Court therefore can only find Griffin guilty of begging and sentenced him as a vagrant to confinement in the Consular gaol for a term of two months unless a ship can be found for him in the meantime.

Shanghai, China, 25th January 1905.

James W. Davidson,
Vice-Consul General of the U.S.A.,
Acting Judicially.

Assented to by
Chas. Sturmann } Associates.
W. P. Boyd }

Mr. Brooks asked the Court to allow the time of imprisonment to count from the day of arrest as was usual in Shanghai and also asked concerning the place where Howard would serve his term.

His Honour said he had enquired into the matter and it was not usual for imprisonment to start the from date of arrest so the ~~him~~ would commence from to-day. He further said Howard would, if possible, be sent to America to serve his time.

Before rising the Court thanked Mr. Brooks for the able manner he had conducted the defense.

James W. Davidson,
Vice Consul General of the U. S. A.
Acting Judicially

ASSISTANT SECRETARY.
FEB 1 1905

No. 282.

TELEGRAM RECEIVED IN CIPHER.

INDEX BUREAU
JAN 30 1905
DEPT OF STATE

From Shanghai,

January 30, 1905.

Received 5 A. M.

CONSULAR BUREAU
FEB 2
1905
DEPARTMENT of STATE

Telegram to Clerk, District Court, Feby 2/05 Over Feby 3/05

Secretary of State,

Washington.

British subject, William Ayers, discharged American soldier, charged with obscene libel British criminal court, fled to Honolulu to obtain final papers. Would recommend refusal.

DAVIDSON

INDEX BUREAU
FEB 6 1905
FILED

Deciphered by the Chief Clerk's Office,

9.18 A. M.

INDEX BUREAU RECD. MAR 7 1905 DEPT. OF STATE

CONSULAR BUREAU MAR 8 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAR 8 1905

No. 633

Consulate-General of the United States,

SHANGHAI, CHINA, January 31st 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Subject:

Marshal at Shanghai.

Abstract of Contents.

Acknowledging receipt of Department's despatch No. 421 and commenting on its application to the case of Engelbracht who has been nominated as marshal.

INDEX BUREAU MAR 11 1905 FILED

CHIEF CLERK, MAR -8 1905 Department of State.

No. 633.

Consulate-General of the United States,

SHANGHAI, CHINA, January 31st 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's despatch No. 421 under date of December 15th 1904, in which I am instructed that, in order to avoid complications in the settlement of accounts of marshals and interpreters, I will in future refrain from rendering any accounts for compensation of such officers prior to the dates of their commissions. In an emergency, where the immediate entrance upon duty of a person nominated for the position of interpreter is necessary, you inform me that I may telegraph the nomination, and the Department will in turn telegraph me in case the appointment should be made.

In connection with this, I would call your attention to my despatch under date of January 14th. On the removal of Mr. Derby from the position of marshal at this consulate, it became necessary for me to obtain someone to carry on the work attached to that position. As you are aware, there is much court work here, and it would be almost impossible to carry on judicial work with any degree of efficiency were this office without the assistance of a clerk of the court

and marshal . I accordingly placed Charles A. Engelbracht in the position as acting marshal , and wired to the Department my action. I have not yet received from the Department any intimation as to whether Mr. Engelbracht would be appointed or not. This has suggested to me that perhaps Mr. Engelbracht's record in America or in Manila, where he occupied a government position, was not entirely satisfactory to the Department. Mr. Engelbracht is fully aware that he is only acting marshal , and he was engaged by me merely to do the work until the Department had settled the position of a permanent appointment.

In order that I might be provided with the names of other applicants in case the Department should not appoint Mr. Engelbracht, or in case I should find him unsatisfactory after a month or two of association with this gentleman in the office, I discussed the subject with Mr. Conger while he was here on his way to Manila, and suggested to him that he make some enquiries in Manila as to a capable man. It would appear to me that it is necessary, in order that the efficiency of the office ~~may~~ be maintained, that the marshal possess some court experience, and therefore I have requested Mr. Conger to find, if possible, a man who has studied and practised law, who is thoroughly honest and of good repute and address.

The position is of such importance that I am very anxious to obtain the right man, and I am sure, after a few weeks of contact with Mr. Engelbracht, I will be able to ascertain whether or not he is likely to prove a satisfactory assistant. I have the honour to be, Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

No. 282.

ASSISTANT SECRETARY.
FEB 8 1905

TELEGRAM RECEIVED IN CIPHER

From SHANGHAI,

Received February 7, 1905,

9:40 a. m.

Ans. by Telegram Feby 25/05
Conf. Feby 23/05

Secretary of State,

Washington.

Barchet departing in March. Very desirous Arnold commence interpreting with the assistance of Conger.

I have received application for Consular clerkship William Dicks, Manila, five years experience law, efficient stenographer, recommended by Attorney-General Philippine Islands. May I employ?

DAVIDSON.

INDEX BUREAU
FEB 25 1905
FILED

Deciphered by the Chief Clerk's Office, February 7, 1905. 10:20 a.m.

CONSULAR BUREAU
MAR
9
1905
DEPARTMENT OF STATE

INDEX BUREAU
RECD.
MAR 7 1905
DEPT. OF STATE

3rd ASST. SECRETARY.
MAR 8 1905

No. 634.

Consulate-General of the United States,

Shanghai, China, February 7th , 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Acknowledging receipt of Dept's circulars.

Abstract of Contents.

INDEX BUREAU
MAR 11 1905
FILED

CHIEF CLERK,
MAR -8 1905
Department of State.

Springfield, Ohio, February 7th

James W. Davidson.

Acknowledging receipt of Dept's circulars.

No. 634

Consulate-General of the United States,

Shanghai, China, February 7th, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that I find that it has not been a practice of this Consulate to acknowledge receipt of Department's circular instructions. I have on file at this Consulate the Department's publication digest of circular instructions issued by the Department of State from January 1st 1897 to April 7th 1904 which I may take as covering the circulars for the period mentioned, and I have to acknowledge circulars received since:

Date of circular.	Subject.
April 19, 1904	Original bills.
April 23, 1904	Interests of Panama.
April 25, 1904	Importation of ruminants and swine.
May 4, 1904	Invoices of silk.
May 19, 1904	Warehouses for storage of merchandize in transit or in bond.
May 19, 1904	Trade of foreign countries.
May 23, 1904	Digest of circular instructions.
June 6, 1904	Record of registered mail.
June 7, 1904	Accounts and returns.
June 17, 1904	Importation of ruminants and swine.

Date of circular.	Subject.
July 20, 1904	Ports of Ancon and Crystobal, Canal Zone.
July 29, 1904.	Promotion of trade interests.
Aug. 3, 1904	"American" instead of "United States".
Aug. 3, 1904	Fraudulent naturalizations.
Aug. 4, 1904	Promotion of trade interests.
Aug. 16, 1904	Detailed reports of declared exports.
Aug. 29, 1904	Invoices of food products entered at New York.
Aug. 31, 1904	Commerce and industries.
Sept. 1, 1904	Identification of foreign sugar.
Oct. 1, 1904	Values of foreign coins.
Nov. 11, 1904	Signing official and notarial documents by Vice and Deputy Consular Officers.
Dec. 10, 1904	Correspondence to be sent direct to the Department.
Dec. 12, 1904	Interests of Panama.
Dec. 17, 1904	Triplicate copies of invoices of goods entered for immediate transportation.

It is very probable that this is not a complete list of the circulars issued, and I would be obliged if the Department would supply this Consulate with such as are missing.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.

ASSISTANT SECRETARY,
FEB 9 1905

CHIEF CLERK,
FEB 7 1905
Department of State.

Carl M

No. Special Shanghai.

AMERICAN CONSULATE-GENERAL,

Washn Feb 7, 1905.

INDEX BUREAU
REC'D
FEB 7 1905
DEPT OF STATE

MR. Goodnow

Replied to Feb. 7/05.

TO THE DEPARTMENT OF STATE.

Noted.
BUREAU OF APPOINTMENTS.
FEB 11 1905
Department of State.

Ans
Feb 7 1905
File

SUBJECT:

Resignation of Office.

ABSTRACT OF CONTENTS:

For Mch 31 1905

INDEX BUREAU
FEB 13 1905
FILED

TLC—2 yrs 31.

No. Special

AMERICAN CONSULATE-GENERAL,

Washington Feb 7, 1905.

THE HONORABLE F B Loomis

THE ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

As I have now filed with you a reply to the charges which were on file against me, I expect to start back to Shanghai today and I feel free to ask you to accept my resignation as Consul General to take effect March 31st 1905 or as soon thereafter as may be convenient to you. I have accepted a business proposition in China which will require my attention shortly after that date.

I am, Sir,
Your obedient servant
John Goodnow
Consul Genl.

File. under Shanghai 7.1905.

Solicitor

Secretary of State. FEB 8 1905

CONSULAR BUREAU FEB 8 1905 DEPARTMENT OF STATE

To The President of the United States
Washington, D.C.

Sir:-

On or about the 27th day of October 1904, in the U.S. Consular Court at Shanghai, China, G. Munz was charged with man-slaughter and upon trial thereof, duly convicted and sentenced to imprisonment of 1½ years.

Soochow Creek is a small stream flowing through the central portions of the foreign settlement of Shanghai, averaging in width at high tide probably 200 feet and at ebb tide the channel narrowing down to not more than one-third of that distance. The Creek is a thorough-fare leading from the Whang-poo River to the system of canals in the far interior of China, and for a long distance from its confluence with the river, its banks on both sides are literally lined with native boats of all sorts, sizes and dimensions. To keep the channel open for traffic is a most difficult undertaking,

the water population on these boats being extremely ignorant, stupid, obstinate and averse to any interference, or control.

The defendant was a river policeman whose duty it was to keep the main channel of Loochoo Creek open for traffic, and on the morning of the trouble, in passing up the creek, he found the decedent, together with several other Chinamen aboard a boat, obstructing the main channel of the creek. He ordered them to move out, which, after considerable grumbling, they started to do, and the defendant then proceeded up the creek in his own boat in the performance of his duty. A short time afterward, in passing down, he found the parties occupying the same position, and, going aboard their boat, he ordered it at once removed. The occupants of the boat showing no disposition to obey the order, he struck one of them with a small bamboo stick and at the same time kicked him toward the oar for the purpose of enforcing what was unquestionably a legitimate order.

The Chinaman laid down in the bottom of the boat and died a few minutes afterward. Upon examination of the body by Dr. Ransom the American Quarantine Officer at Shanghai, there could be found absolutely no marks of violence of any kind or character whatsoever upon the body of the deceased. It was perfectly evident from the evidence adduced at the trial, that the defendant had not the slightest intent of injuring the deceased in any way whatever, but as he was in the commission of an unlawful act in striking the deceased at all, the Court and Assessors could do nothing but at least find him technically guilty of man-slaughter, though the evidence showed that there was unquestionable provocation.

In consideration of these facts, together with the fact that the defendant has borne a most excellent character and for many years served with credit to himself in the Navy of the United States,

from which he was honorably discharged, we deem it but proper to submit this statement of facts, and respectfully urge executive clemency, as we are fully convinced that the punishment already inflicted, has served all useful purposes.

Respectfully submitted,

Shanghai January 13th/1905.

Chas. Stürmann } assessors
John S. Dooly. }

The Chinese undoubtedly died from the rupture of his diseased spleen by a blow from Mung-
I concur in the recommendation of the Assessors for Executive clemency: but would also recommend that Mung should not be allowed to return to China before the expiration of the time for which he was originally sentenced.

Wash^n Feb 7 1905

John Goodnow
Consul Genl

No. 635

Consulate-General of the United States,

SHANGHAI, CHINA, February 7th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Subject:

J. H. Brown's denial of American nationality.

Abstract of Contents.

Account of Brown's denial of American nationality in American Court; his trial in German Court for gambling; his present declaration of American nationality.

XXVIII a

S. J. Ransom, M. D.
Shanghai.

Dear Mr. Goodnow:

Referring * your inquiry, a man whom I have known here as J. H. Brown left here on the Doric under another name, which I cannot just now re-

call.

Yours very truly

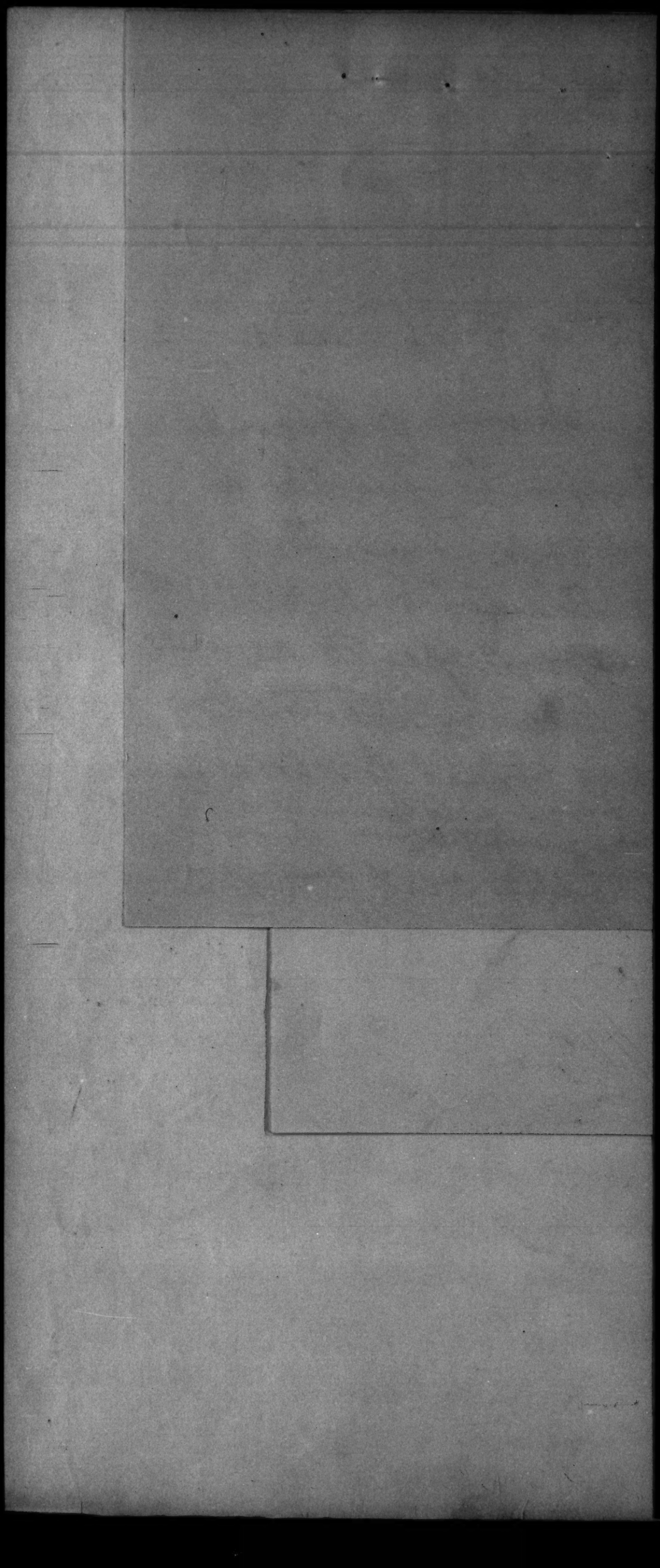
W. B. Cameron

Jan. 1. 1905.

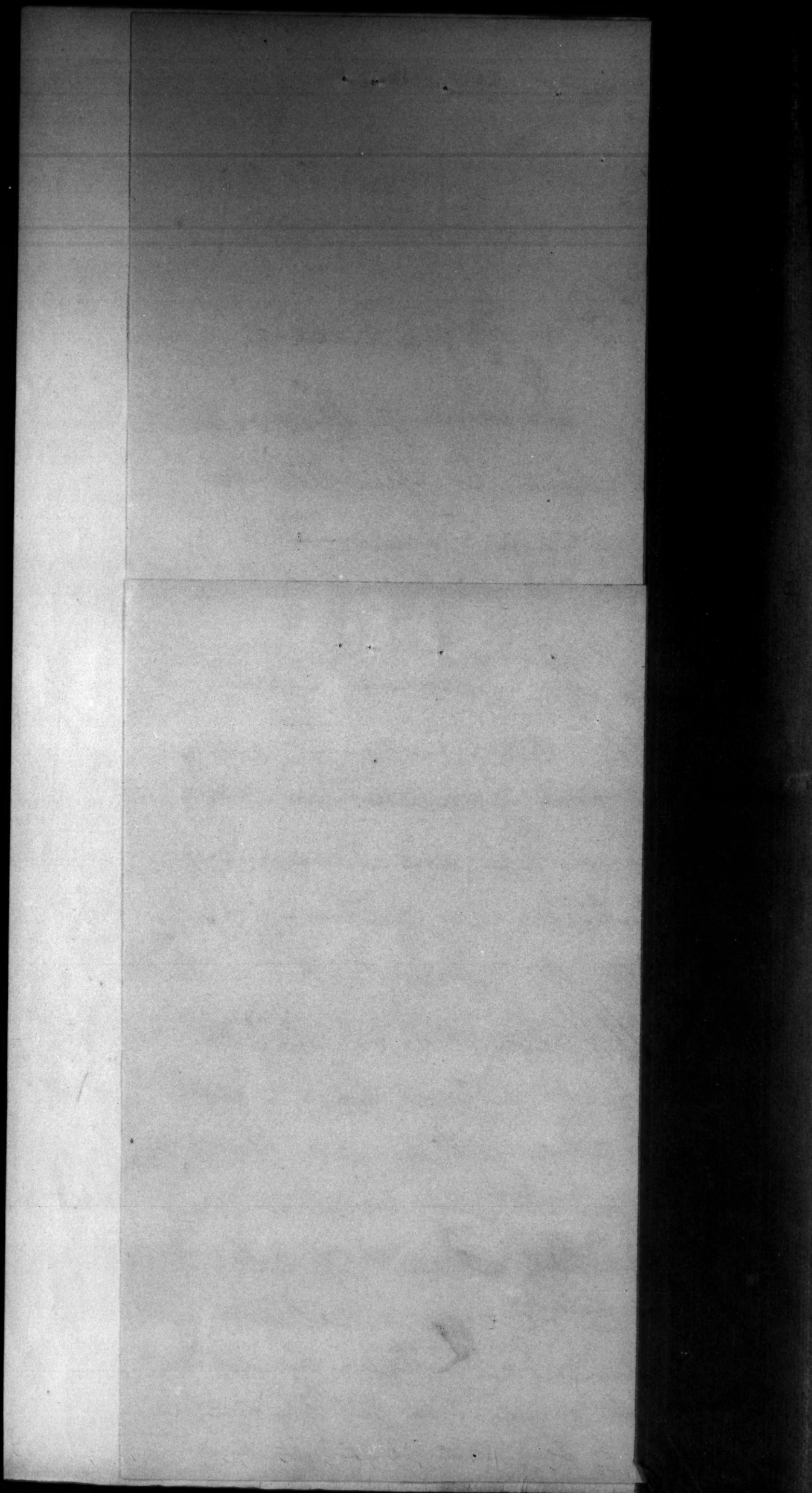
Assistant Solicitor,
MAR 9 1906
Department of State.

Dear Mr. Peirce:

In view of Brown's claim to protection as an Argentine or Spanish subject, and his repeated denials of American nationality, and refusal to recognize the jurisdiction of our Consular Court, the action



of the Consular Court in declining to assume jurisdiction over him as an American citizen, is entirely justified. The fact is, that he showed not, in the first instance, have been recognized as an American citizen, unless he substantiated the claim that he was a naturalized American citizen, by the production of the evidence of his naturalization. F.V.



XXVII

Shanghai, China, June, 6, 1904.

Honorable John Goodnow,

U.S.Consul General,

Shanghai.

Dear Sir;-

I have to regret that through the misrepresentations of attorney George F Curtiss, I was induced to make an affidavit complaining of the conduct of your office and also to my knowledge were many others induced to do the same. I now find that the statements in my affidavit were based on a wrong understanding.

Very respectfully yours,

J. H. Brown
"
"

Shanghai, China, June 6, 1904.

Honorable John Goodnow,

U.S. Consul General,

Shanghai.

Dear Sir:-

I have to regret that through the misrepresentations of Attorney George F Martins, I was induced to make an affidavit containing of the conduct of your office and also to my knowing were many others induced to do the same. I now find that the statements in my affidavit were based on a wrong understanding.

Very respectfully yours,

XXVIII

(C O P Y)

Private & Confidential.

Tientsin, Sept. 28th 1904.

Sir:-

In reply to your M204/1904, I beg to state the following:- J. H. Brown came to Tientsin on an American Transport in 1900, he established a Saloon in the Taku Road, and it is rumoured made a lot of money, he then went in for contracts with the German Army, and did very well out of them.

He got possession of several parcels of land in the Foreign Concessions and sold them again at enormous profits.

In 1901 he had a large Saloon built in the Taku Road, where he had an Austrian Band, this Saloon was situated not far from the German Barracks and was largely visited by German Non Commissioned Officers of the well paid class.

Brown it is stated lost his contracts with the German Forces through bribery, he having bribed a member of the German Pay Dept to suppress all other Tenders than Brown's, the German Paymaster was convicted for receiving the bribe and was sentenced to a long term of imprisonment: Brown, who before the above was found out, was held to be a smart contractor by the German Forces, and who practically supplied all the wants of the German troops, was informed that it was useless for him to make a single Tender after what had occurred; Brown then went to Shanghai and was sometime, he was back in Tientsin about 2 months ago, stayed a short time and then went back to Shanghai. It is rumoured here that Brown has parted with his interest in the Tientsin Saloon.

It is rumoured that Brown financed an American girl called Frankie, to enable her to open a house in Peking, also that he did the same for a girl to open a house in the French Concession, Tientsin, this is merely rumour and as the places are not in my jurisdiction, I have not troubled about verifying the same.

It was talked about last year, in a derogative manner, how a girl called Fay Davis was getting the best of Brown, who

(C O P Y)

Private & Confidential.

Tientsin, Sept. 20th 1904.

Sir:-

In reply to your $\frac{M204}{1904}$, I beg to state the following:-

J. H. Brown came to Tientsin on an American Transport in 1900, he established a Saloon in the Taku Road, and it is rumoured made a lot of money, he then went in for contracts with the German Army, and did very well out of them.

We got possession of several parcels of land in the Foreign Concessions and sold them again at enormous profits.

In 1901 he had a large Saloon built in the Taku Road, where he had an Austrian Band, this Saloon was situated not far from the German Barracks and was largely visited by German Non Commissioned Officers of the well paid class.

Brown it is stated lost his contracts with the German Forces through bribery, he having bribed a member of the German Pay Dept. to suppress all other Tenders than Brown's, the German Paymaster was convicted for receiving the bribe and was sentenced to a long term of imprisonment: Brown, who before the above was found out, was held to be a smart contractor by the German Forces, and who practically supplied all the wants of the German troops, was informed that it was useless for him to make a single Tender after what had occurred; Brown then went to Shanghai and was sometime, he was in Tientsin about 2 months ago, stayed a short time and then went back to Shanghai.

It is rumoured that Brown financed an American girl called Frankie, to enable her to open a House in Peking, and that he did the same for a girl to open a house in the French Concession, Tientsin, this is merely rumour and as the places are not in my jurisdiction, I have not trouble about verifying the same.

It was talked about last year, in a derogative manner, how a girl called Pay Davis was getting t e best of Brown, who

it was it appears smitten with the girl; Diamonds, it is rumoured was freely purchased for her by Brown, a Mrs Brown arrived from America in the Summer of last year and the girl Fay was sent away from Tientsin, which it is also rumoured cost Brown a pretty good sum.

Brown claims to be an American, but is able to talk Russian and German quite fluently, and is spoken of in Tientsin as a German or Russian Jew.

Brown has never been in trouble or conflict with the Police since the B. M. C. took over the administration of the Settlement from the Military Police in 1902.

Brown was here, in Tientsin, mixed up in business with Schwartz, the latter was to be seen serving in Brown's Bar, and at a public entertainment that Brown catered for Schwartz was also very much in evidence at.

While on the subject of Schwartz I will give you an outline of the character handed over by the German Military Police when handing over a Part of the Settlement they policed up to the present administration.

Schwartz:- was first pimp in Calcutta; took girl from Singapore and left her at Port Said after having robbed her of $5,000, went to Calcutta, and then to Alexandria where he was arrested by the Austrian Consul who had him imprisoned, he escaped from Alexandria and went back to Calcutta, the Authorities compelled him to leave, never to return: he then went to Buenos Ayres and bought a girl from Buenos Ayres called Carmen, who is a native of South America, and established her in a house of illfame in the Taku Road, known as #6; this girl it is rumoured made a great deal of money, in fact it has been stated that the amount ran well into five figures, this money or great part of it, the girl Carmen stated, was appropriated by Schwartz, who went from Tientsin to Shanghai and opened another house, known (I think as #10)

it was it appears smitten with the girl; Diamonds, it is rumoured was freely purchased for her by Brown, a Mrs Brown arrived from America in the Summer of last year and the girl May was sent away from Tientsin, which it is also rumoured cost Brown a pretty good sum.

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(I think as No)

Tientsin:- about the middle of 1901 a Foreigner turned up in Tientsin made a charge against Schwartz for embezzlement, the charge was that Schwartz had embezzled the complainant of more than £100. in Alexandria, and that the man had traced him to Tientsin where the charge was made, the matter to the best of my belief was arranged out of Court. I am not certain of the arrangement of the case as the Military Police were in full charge of the settlement at the time, and a record was kept of arrests made by the Military Police only.

Yours faithfully,

(Sgd) W. H. Sourne,

Inspector of Police.

Captain Boisragon,

Captain Supt.

Shanghai Munucipal Police.

2

Tientsin:- About the middle of 1901 a Portuguese turned up in Tientsin made a charge against Schwartz for embezzlement, the charge was that Schwartz had embezzled the compradhood of more than $100. In Alexandria, and that the man had traced him to Tientsin where the charge was made, the matter to the best of my belief was arranged out of Court. I am not certain of the arrangement of the case as the Military Police were in full charge of the settlement at the time, and a record was kept of arrests made by the Military Police only.

Yours faithfully,

(Sgd) W. H. Sourmet

Inspector of Police.

Captain Bolarmon.

Captain Supt.

Shanghai Municipal Police.

No. 635

Consulate-General of the United States,

SHANGHAI, CHINA, February 7th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that the various Consular Courts have of late encountered considerable difficulty in establishing the nationality of foreigners charged with crimes by the Municipality. Bad characters whom the Police wish to prosecute have discovered that it is to their advantage to disguise their true nationality, and in this way create delay, if not actually obtain freedom from trial. The matter is one of great importance, and this Consular Court has been concerned in three cases during the short term of my service. Of these the case of Brown, which I am about to describe, is the most perplexing, and in this I have felt the necessity of taking a strong stand, pending the receipt of instructions from the Department, and I trust when the very exasperating circumstances are considered, my action will receive the Department's approval.

J. H. Brown was first known in the North of China as a resident of Tientsin in 1900. He established a saloon there, which was largely patronized by the German soldiers. Brown made a large amount of money from this venture, and finally began to contract with the German Army for the supplying

supplying of provisions. After Brown had made considerable money in these contracts, he bribed, it is reported, a German Paymaster, was detected, and from that time on not permitted to tender. The German officer was sentenced to a long term of imprisonment. Brown then appeared in Peking where, it is reported, he financed a house of prostitution, and he later opened a similar establishment in Tientsin. Brown was thought to be in Tientsin a German or Russian Jew. He later associated himself in business with a man by the name of Schwartz. The German Municipal Police have given this latter individual a very bad reputation. He solicited for a house of ill-fame in Calcutta, robbed a prostitute of $5000, and was arrested by the Austrian Consul, who had him imprisoned at Alexandria. He was later banished from Calcutta, and eventually brought up in Shanghai, where he established a house of ill-fame.

Brown came to Shanghai in 1903 and constructed a very fine house of amusement called the Alhambra. This was opened to the public last summer as a gambling and drinking house. It is a prominent place for the foreign prostitutes of Shanghai. Brawls and fights there are of frequent occurrence, and the place is thoroughly disreputable. Brown first had the Alhambra registered as Argentine property, as the Argentine Republic was reported to have no laws against gambling. The Spanish Consulate represents this country in Shanghai, and the Municipal Police attempted to prosecute Brown through that Consulate. After the matter had been in the Spanish Court for some time, Brown claimed that he had sublet the property to an Italian, and again declared that

there

was a Spanish subject interested. It then became very evident that Brown was shifting the responsibility to various "Men of Straw", with the idea of delaying action. As Brown was well known to be the owner of the building and its virtual proprietor, and as it was reported that he was an American, Consul General Goodnow permitted the Police to bring the matter into our Court. Brown was not registered in this Consulate, nor could we find that he was registered in our Consulates elsewhere. He had made a statement (which will appear later) that justified Mr. Goodnow in issuing the warrant.

Brown and his attorney, Mr. Musso, appeared at the Court on the 5th of October, 1904, and Brown was there charged with being the owner of the Alhambra, and allowing it to be conducted in a disorderly manner. Mr. Musso declared (1) that his client was not under the jurisdiction of the American Court; (2) that his client had no Consul in Shanghai. Mr. Goodnow, acting as Judge, said that Brown had stated in this Consulate the week before, in the presence of Mr. Arnold, the Deputy Consul-General, that he was a naturalized American citizen, and had been naturalized by Judge Pendergast at Chicago in October 1888. Brown answered (3) that he did not tell the truth on that occasion. Mr. Musso said that Brown had been willing to admit the jurisdiction of the American Court in a previous case (4) as he was without a Consul in Shanghai. He (5) lately had understood that a Consulate of his country had been established here and a Consul appointed.

The case was then remanded for a few days to permit further enquiries to be made by the Judge as to the

nationality

nationality of Brown. On the occasion of the second sitting Brown again took the stand that he was not an American, and, therefore, that the American Court had no jurisdiction over him. The Judge then called on him to sign a certificate to that effect, which he did in these words: (6) "I hereby certify that I was not born in the United States of America, and I further certify that I have lived in the United States several years, but I have no proof that I am a citizen thereof." This act on the part of Mr. Brown, following as it did the uncontradicted statements made by his authorized attorney in the presence of Brown in the American Court on the 5th of October, was conclusive proof that Brown denied American nationality, and, therefore, this court had no option but to dismiss him. In addition to the evidence above mentioned, which is on record in this court, Brown was questioned in the court room by the Judge, in the presence of two foreign officers of the Shanghai Municipality, as to whether he was an American or not. He was called upon to answer "Yes" or "No." His reply was emphatically given (7) "No." I enclose the sworn statement of one of the Municipal officers mentioned.

We thus have seven declarations, each in the nature of a denial that this court had any jurisdiction over Brown. As Brown had stated in the presence of Consul General Goodnow that he had been born in Germany, he was brought before the German Consul charged with gambling. When the day for the hearing arrived it was found that Brown had fled from Shanghai under the assumed name of

Pearce

objections to the trial of Mr. Brown being held in your Consular Court." The German Consular court tried Brown and He was found guilty of permitting gambling at the Alhambra on various dates, and fined 5000 marks and the gambling apparatus confiscated. Brown apparently went from Shanghai to Hongkong and Manila, and he is now back in Shanghai again. He has presented at this consulate a passport granted by you, and now demands the protection of this court. As he has, however, made numerous declarations in the court to the effect that he is not an American, I have refused him the protection of this Consulate, pending the receipt of instructions from the Department of State. Should you decide to take any steps in respect to his passport, which may have been granted him without the presentation of his naturalization papers, I would be very glad to hear from you. I enclose you herewith reports of the hearing in the American Consular Court, the sitting of the German court, and a confidential report of Brown's character issued by the Tientsin Municipal police.

I have the honor to be,
Sir,
Your obedient servant,

S.M.

VICE CONSUL GENERAL OF THE U.S.A. IN CHARGE.

Enclos: 1-American consular court proceedings; 2-German consular court proceedings; 3-Copy of Manning's sworn statement.

Pearce. Dr. Knappe, the German Consul-General, addressed me a letter of enquiry as to whether I recognized Brown to be an American citizen or not, to which I replied as follows:-

"Sir and Dear Colleague,-In reply to your two communications of yesterday's date, in which you inform me the Mr. G. D. Musso has addressed a letter to you wherein he stated that Mr. J. H. Brown, who is connected with the Alhambra case, is a naturalized American citizen, I would state that this Consular Court possesses a declaration in which Mr. Brown declares that he 'was not born in the United States of America' and has 'no proof that he is a citizen thereof.'

There was no statement to the effect that he possessed evidence of his nationality which if time were given him he could produce, but instead the definite, emphatic statement that 'I have lived in the United States several years, but I have no proof that I am a citizen thereof.' I therefore feel that this Consular Court is in no way concerned in the 'Alhambra Case,' and I accordingly have no objections to the trial of Mr. Brown being held in your Consular Court."

The German Consular Court accordingly tried Brown, and he was found guilty of permitting gambling at the Alhambra on various dates, and fined 5000 marks and the gambling apparatus confiscated. Brown then went from Shanghai to Manila, where he obtain from Hon. Luke E. Wright, Civil Governor, an American Passport. He is now in Shanghai again, and has presented at this Consulate his passport and demands the protection of this court. As he refused definitely to recognise the jurisdiction of this court as above described, I have denied him the protection of this Consulate, pending the receipt of instructions

instructions from the Department of State, which, considering the importance of the case, I trust the Department will send by wire. I enclose you herewith various papers connected with the case.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

AMERICAN VICE CONSUL GENERAL

IN CHARGE.

S.M.

Enclosures:

1- Report of American Consular Court. in duplicate

2-Affidavit of Mr. McDowell.

3-Report ofGerman Court trial.

4-Confidential report of Tientsin Police.

Enclosure No 1.

U.S. CONSULAR COURT.

Shanghai, 5th October.

Before the Hon. JOHN GOODNOW, Consul-General.

FROM CAIPHAS TO PILATE.

J. H. Brown was charged, on a United States Consular warrant, with being the owner of the Alhambra Hotel and allowing it to be conducted in a disorderly manner on the 2nd inst., and thus constituting it a public nuisance.

Mr. G. D. Musso said that he appeared for the defence, and he would like to state that his client was not under the jurisdiction of the American Court.

His Honour said that he would question Brown himself on that point.

Defendant refused to be sworn, and said he would like to know what he had been arrested for.

Mr. Musso said that his client had no Consul in Shanghai.

His Honour, to Brown—What is your nationality?—I decline to answer that question or be sworn. If the police want to know what my nationality is they can find it out for themselves.

His Honour said that Brown had stated in this Consulate only last week in the presence of Mr. Arnold that he was a naturalised American citizen, and had been naturalised by Judge Pendergast, at Chicago, Ill., U.S.A. in the month of October 1888.

Brown said that he did not tell the truth on that occasion.

His Honour said that the case would be remanded till Saturday morning at 10 o'clock, in the meantime the Court would make some enquiries.

His Honour, addressing Inspector Matheson, said that when a man persistenly refused to state his nationality he should be taken before the Mixed Court to be dealt with; that such conduct of Brown's simply tended to make justice a laughing stock and it could not be borne for a moment.

Inspector Matheson said that if this Court declined jurisdiction over Brown, the police would apply to the Mixed Court for a warrant.

Mr. Musso said that Brown had been willing to admit the jurisdiction of this Court as he was without a Consul in Shanghai, but lately he understood that a Consulate of his country had been established here and a Consul appointed.

His Honour said the case would be remanded till Saturday morning.

Mr. Musso asked by what authority Brown could be compelled to attend the Court.

His Honour said that Brown had made to him two different statements in regard to his nationality and that it was necessary to find out which of the two was true, so that his Honour might take such action as he might think best if it was found that Brown was an American citizen, or to take such action in the Court in which Brown was amenable for having perjured himself in claiming to be an American citizen. This Court had treated Brown very leniently, releasing him yesterday on his own recognisances to appear here this morning. There was however, sufficient security deposited in this Consulate so that it would be better for Brown to appear at 10 o'clock on Saturday morning.

The Court then rose.

Law Reports.

U.S. CONSULAR COURT.

Shanghai, 8th October.

Before the Hon JOHN GOODNOW, Consul General.

BEFORE MR. P. PILATE NEXT.

J. H. Brown appeared on remand charged with being the owner of the Alhambra Hotel and allowing it to be conducted in a disorderly manner on the 2nd inst and thus constituting it a public nuisance.

Mr. G. D. Musso appeared for the defence.

Mr. Musso said that before the case was proceeded with, he would like to hand to the Court a declaration made by his client.

His Honour then read the following declaration.

To Hon John Goodnow,
U. S. Consul General,
Shanghai.

SIR,—I hereby certify that I was not born in the United States, and I further declare that I have lived in the United States for several years, but I have no proof that I am a citizen thereof.

(Signed) J. H. BROWN.

Shanghai, 8th October, 1904.

I do hereby certify that the above document was signed before me by J. H. Brown, this 8th day of October, 1904.

JULIAN H. ARNOLD,
Deputy Consul-General,
U S. A.

His Honour said that this declaration coupled with the statement made in open Court a few days ago was sufficient to show that Brown was not an American citizen, therefore the case would have to be dismissed on account of lack of jurisdiction, Brown not being an American citizen on his own statement.

The Court then rose.

Column No 1.

U.S. CONSULAR COURT.

Shanghai, 5th October.

Before the Hon. JOHN GOODNOW, Consul-General.

FROM CAIPHAS TO PILATE.

J. H. Brown was charged, on a United States Consular warrant, with being the owner of the Alhambra Hotel and allowing it to be conducted in a disorderly manner on the 2nd inst., and thus constituting it a public nuisance.

Mr. G. D. Musso said that he appeared for the defence, and he would like to state that his client was not under the jurisdiction of the American Court.

His Honour said that he would question Brown himself on that point

Defendant refused to be sworn, and said he would like to know what he had been arrested for.

Mr. Musso said that his client had no Consul in Shanghai.

His Honour, to Brown—What is your nationality?—I decline to answer that question or be sworn. If the police want to know what my nationality is they can find it out for themselves.

His Honour said that Brown had stated in this Consulate only last week in the presence of Mr. Arnold that he was a naturalised American citizen, and had been naturalised by Judge Pendergast, at Chicago, Ill., U.S.A. in the month of October 1888.

Brown said that he did not tell the truth on that occasion.

His Honour said that the case would be remanded till Saturday morning at 10 o'clock, in the meantime the Court would make some enquiries.

His Honour, addressing Inspector Matheson, said that when a man persistenly refused to state his nationality he should be taken before the Mixed Court to be dealt with; that such conduct of Brown's simply tended to make justice a laughing stock and it could not be borne for a moment.

Inspector Matheson said that if this Court declined jurisdiction over Brown, the police would apply to the Mixed Court for a warrant.

Mr. Musso said that Brown had been willing to admit the jurisdiction of this Court as he was without a Consul in Shanghai, but lately he understood that a Consulate of his country had been established here and a Consul appointed.

His Honour said the case would be remanded till Saturday morning.

Mr. Musso asked by what authority Brown could be compelled to attend the Court.

His Honour said that Brown had made to him two different statements in regard to his nationality and that it was necessary to find out which of the two was true, so that his Honour might take such action as he might think best if it was found that Brown was an American citizen, or to take such action in the Court in which Brown was amenable for having perjured himself in claiming to be an American citizen. This Court had treated Brown very leniently, releasing him yesterday on his own recognisances to appear here this morning. There was however, sufficient security deposited in this Consulate so that it would be better for Brown to appear at 10 o'clock on Saturday morning.

The Court then rose.

Law Reports.

U.S. CONSULAR COURT.

Shanghai, 8th October.

Before the Hon JOHN GOODNOW, Consul General.

BEFORE MR. P. PILATE NEXT.

J. H. Brown appeared on remand charged with being the owner of the Alhambra Hotel and allowing it to be conducted in a disorderly manner on the 2nd inst and thus constituting it a public nuisance.

Mr. G. D. Musso appeared for the defence.

Mr. Musso said that before the case was proceeded with, he would like to hand to the Court a declaration made by his client.

His Honour then read the following declaration.

To Hon John Goodnow,
U. S. Consul General,
Shanghai.

SIR,—I hereby certify that I was not born in the United States, and I further declare that I have lived in the United States for several years, but I have no proof that I am a citizen thereof.

(Signed) J. H. BROWN.

Shanghai, 8th October, 1904

I do hereby certify that the above document was signed before me by J. H. Brown, this 8th day of October, 1904.

JULIAN H. ARNOLD,
Deputy Consul-General,
U S. A.

His Honour said that this declaration coupled with the statement made in open Court a few days ago was sufficient to show that Brown was not an American citizen, therefore the case would have to be dismissed on account of lack of jurisdiction, Brown not being an American citizen on his own statement.

The Court then rose.

Enclosure No. 2.

Empire of China,)
) ss.
City of Shanghai.)

JOHN MCDOWELL, Detective Inspector of the Shanghai Municipal Police Force, being duly sworn, says: I was present at the American Consular Court on the 5th of October, and during the session I heard the following conversation between Consul General Goodnow and Mr. J. H. Brown.

Mr. Goodnow: Mr. Brown, are you an American citizen or not?

Mr. Brown: I am not.

Mr. Goodnow: Well, what nationality are you then?

Mr. Brown: That is for you to find out.

John McDowell

Subscribed and sworn to before me this third day of February, 1905.

James W Davidson

VICE CONSUL GENERAL OF THE U. S. A.

IN CHARGE.

Empire of China.)
) ss.
City of Shanghai.)

JOHN MCGOWEN, Detective Inspector of the Shanghai Municipal Police Force, being duly sworn, says: I was present at the American Consular Court on the 5th of October, and during the session I heard the following conversation between Consul General Goodnow and Mr. J. H. Brown.

Mr. Goodnow: Mr. Brown, are you an American citizen or not?

Mr. Brown: I am not.

Mr. Goodnow: Well, what nationality are you then?

Mr. Brown: That is for you to find out.

Subscribed and sworn to before me this third day of February, 1909.

VICE CONSUL GENERAL OF THE U. S. A.
IN CHARGE.

The N. C. Daily News Jan. 4. 1905.

Enclosure No 3 (in duplicate)

GERMAN CONSULAR COURT.

Shanghai, 3rd January.

Before Consul-General KNAPPE and Messrs. BORKOWSKY and R. LUNDT, Assessors.

KAISER v. J. H. BROWN.

J. H. Brown was summoned to appear on a charge of being the proprietor or lessee of a public house, to wit the Alhambra, and permitting or allowing gambling to be carried on; this being an offence against Art. 285 of the German penal code; for each such offence accused being liable to a fine of $1,500.

Mr. Musso appeared and said that he received the summons late the preceding night. He had no instructions from Brown, but had wired to him for instructions. Brown had stated in Hongkong that he was an American citizen and his affidavits were on their way to America. His citizenship papers would probably be here within six weeks.

His Honour—Are you willing to represent Brown at this Court this morning?

Mr. Musso—No, I have no instructions.

Mr. Honour—Then you have no right to speak at all. The Court is public and you can listen to the proceedings, but you cannot speak.

Mr. Musso left the Court.

His Honour went on to say that the Court language was German, but this case was of so much interest to the public that for their benefit the most important part of the proceedings would be conducted in English. There was no doubt that the summons had been correctly served, as he had before him a letter from Mr. Musso saying that Mr. Brown before leaving for Manila had instructed him to state that he was not a German subject. As accused, through a representative, had declined the jurisdiction of the Court, this question would have to be gone into. His Honour had been informed by Mr. Goodnow that Brown was a German by birth and did not claim the citizenship of the United States. There was no objection to the Court taking him up in accordance with Art. 3 of the Order in Council of the 27th of October 1900, whereby it was laid down that a German Consular Court was competent in criminal cases against Germans by birth who had lost their nationality, if they had not acquired another nationality and if they were not recognised by any other authority. In this case letters had been addressed to Mr. Brown while he was still here, asking him to call at the Consulate on any day convenient to him between 10 a.m. and 12 noon to talk about his nationality and the jurisdiction he claimed. In reply the Court was informed that Brown was then in Ningpo, but that the letter would be handed to him on his return. He never came to the Consulate and a summons was therefore issued for him to appear on the 24th of December at 11 a.m. Brown did not appear, but on the same day left on the Coptic, under the name—as his Honour had been privately informed—of Pearce. Whether he went to the United States or Manila the Court could not say. This showed, however, that he did not wish the question of the jurisdiction of the German Court examined at the Consulate or he would have come and stated whether he was under German jurisdiction or not. His Honour had addressed a letter to Mr. Davidson, Acting Consul for the United States, with the object of finding out whether the Court was competent or not. Mr. Musso's letter was enclosed. He had also written to Mr. Davidson again the previous day, informing him of the date of hearing and offering to adjourn the hearing if Mr. Davidson wished.

Mr. Davidson came in at this moment and handed his Honour a letter, in which he said that the American Consulate had in its possession a declaration in which Brown stated that he was not a naturalised American citizen. He said that he had lived in the States for some time, but had not been naturalised there. There was, therefore, his Honour said, no question that at the moment the Court had jurisdiction over Brown. There had been, however, another protest against the German Court taking the matter up, in a letter from Mr. Castilho.

His Honour read this letter and other correspondence as follows:—

Kaiserlich Deutsches Generalkonsulat für China.

Shanghai, 31st December, 1904.

SIR,—In re J. H. Brown, proprietor of the Alhambra, against whom a lawsuit is pending before this Court an order has been issued, copy of which is hereby enclosed. Therefore I beg to ask you to make the necessary arrangements to find out if there any gambling is going on and authorise herewith the Shanghai Municipal Police to enter any time the Alhambra and the compound belonging to it and to search and take in custody any article used for gambling purposes.

I am, Sir,

Yours faithfully,

gez. Dr. KNAPPE,

H. I. G. M.'s Consul-General.

To Captain A. M. BOISRAGON,
Capt. Supt. of Police
Shanghai.

Kaiserlich Deutsches Generalkonsulat für China.

Shanghai, 31st December.

SIR and DEAR COLLEAGUE,—I have the honour to send you herewith copy of an order issued by this Court in re against J. H. Brown and also copy of my letter of to-day's date to the Captain Superintendent of Police Mr. Boisragon, regarding the same matter.

I am, Sir and Dear Colleague,

Your obedient servant,

gez. Dr. KNAPPE,

H. I. G. M.'s Consul-General.

To the Consul-General of Italy
Commander C. Nerazzini.

CONSULADO DE ESPANA.

Shanghai 1st January, 1905.

DEAR SIR and COLLEAGUE,—I am just informed that last night the S. M. P., it is said under your instructions, raided the premises of the Alhambra Hotel, seizing some gambling apparatuses etc.

I think you are aware that the lessee of the Alhambra is a Spanish subject by the name of Perdomo: There was an Italian subject named Silvestro who had taken up the sub-lease of the first

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floor of the said premises, but since the 22nd of December last he has notified me that he had nothing more to do with the Alhambra as the sub-lease had been cancelled.

Under the circumstances if public gambling has been found going on at the Alhambra I will have to render the said Perdomo responsible for it and proceedings will at once be taken against him: I therefore request you to instruct the S. M. P. to deposit in this Consulate all the effects seized by them, as they are Spanish owned and as they will serve as evidence in the trial of the case.

Meanwhile, I cannot but express my surprise and regret at the fact that although the Alhambra is leased by a Spanish subject and I am the only authority who can authorise a forced entrance in a Spanish residence, last night's raid has been effected without the slightest reference being made to me, and as I know the kind and proper way you have always acted I feel confident that there must have been regrettable misunderstanding, which no doubt will be explained.

I am, Dear Sir and Colleague,
Yours faithfully,
H. G. DEL CASTILHO.

Dr. W. KNAPPE,
Consul-General for Germany.

Shanghai, 2nd January, 1905.

Kaiserlich Deutsches
Generalkonsulat für China.

SIR AND DEAR COLLEAGUE,
re ALHAMBRA.

Some time ago Mr. Goodnow informed me that J. H. Brown, the proprietor of the Alhambra, had declared in his Consular Court that he was a German by birth and had not acquired the citizenship of the U. S. during his residence there.

Mr. Goodnow further declared that he has no objections against the matter being taken in hand by the German Court.

I therefore addressed the enclosed letter to the Shanghai Police on the 31st December last. At the same time I have sent a copy of it to Major Nerazzini, Consul-General of Italy, because your Court dismissed the case on the 16th December versus Perdomo Garcia, on the grounds that he had sublet part of the Alhambra to an Italian subject—Silvestro. If I had known that Perdomo were again responsible, I would have informed you.

I have not yet a report of the Police about the proceedings of Saturday night in my hands; but if I should see that any action has been taken against a Spanish subject, I shall refer the matter to you as far as a Spanish subject is concerned.

I have the honour to be,
Sir and Dear Colleague,
Your obedient servant,
Dr. KNAPPE.

H. G. DEL CASTILLO, Esq.,
Consul for Spain.

Kaiserlich Deutsches Generalkonsulat
für China.

Shanghai, 2nd January, 1905.

SIR AND DEAR COLLEAGUE,—Some time ago Mr. Goodnow informed me that a certain J. H. Brown had declared in your Consular Court under oath that he was born in Germany and had not been naturalised in the U. S. during his residence there.

Mr. Goodnow further declared to me that he had no objections if the German Court took the matter in hand on account of J. H. Brown being under German jurisdiction, if he was a German by birth and had not acquired any other nationality or were not claimed by any other Consular authority as protégé.

I have issued a letter to the Shanghai Police (copy enclosed) in order to prosecute Mr. J. H. Brown for allowing public gambling on his premise.

I enclose copy of a letter addressed to me by Mr. G. D. Musso, dated 1st January, wherein he states that Mr. Brown is a naturalised American citizen.

I am prepared and only too happy to hand the matter over to you.

An early reply would oblige,
Your obedient servant,
Dr. KNAPPE,
Consul-General.

JAS M. DAVIDSON, Esq.
Acting Consul-General of the
U. S. of America.

IN *re* J. H. BROWN.

Shanghai, 1st January, 1904.

DEAR SIR,—Having heard that there is a prosecution pending against my client, the above-named J. H. Brown, in your Consular Court, I have the honour to inform you that I was instructed by him, before his departure for Manila, to state that he is not a German subject, having been naturalised American subject during his stay in the United States; when he was brought before the U. S. Court in Shanghai he has not denied his citizenship, but has declared that he "was not in a position then to prove it"; since then he has sent to the States the necessary affidavits, and the papers proving his naturalisation are expected here within six weeks.

Mr. Brown is at present, I understand, in Manila, and his address is care of Messrs. Hartigan, Marple and Sollignac, Attorneys-at-law.

Asking you to kindly note the above,
I remain, etc.,
G. D. MUSSO.

Dr. KNAPPE,
H. I. G. M.'s Consul-General.

Kaiserlich Deutsches Generalkonsulat
für China.

Shanghai, 2nd January, 1905.

SIR,—I beg to acknowledge receipt of your letter of yesterday's date, informing me in your capacity as attorney of J. H. Brown of the Alhambra that the latter is an American citizen.

I have written to the Consul-General of the U. S. of America and asked him to take the matter in his hands.

Yours truly,
Dr. KNAPPE.

G. D. MUSSO, Esq.,
Barrister-at-law.

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AMERICAN CONSULAR SERVICE.

Shanghai, China, 3rd January, 1905.

Dr. KNAPPE,
H. I. G. M.'s Consul-General,
Shanghai.

SIR AND DEAR COLLEAGUE,—In reply to your two communications of yesterday's date in which you inform me that Mr. G. D. Musso has addressed a letter to you wherein he states that Mr. J. H. Brown, who is connected with the Alhambra case, is a naturalised American citizen, I would state that this Consular Court possesses a declaration in which Mr. Brown declares that he "was not born in the United States of America" and has "no proof that he is a citizen thereof."

There was no statement to the effect that he possessed evidence of his nationality which if time were given him he could produce, but instead the definite, emphatic statement that "I have lived in the United States several years, but I have no proof that I am a citizen thereof." I therefore feel that this Consular Court is not in any way concerned in the "Alhambra Case," and I accordingly have no objections to the trial of Mr. Brown being held in your Consular Court.

I have the honour to be,
Sir and Dear Colleague,
(Signed) JAMES W. DAVIDSON,
Vice-Consul-General in Charge,
Acting Judicially.

His Honour was informed that no consular representatives were present in Court.

Inspector McDowell, sworn, in reply to his Honour, said that from enquiries he had made he thought Brown was the proprietor of the Alhambra, because in a case against a man called Schwartz in the Spanish Court, in which Schwartz was charged with allowing gambling to go on at the Alhambra a certain contract was produced in evidence in open Court which showed that Brown was the proprietor of the Alhambra and grounds and that he leased it to Schwartz. In addition to this, evidence would be brought to show that Brown paid the taxes to the Municipal Council for police protection for the Alhambra. It was also shown by the evidence in the Spanish Court that Brown fitted up the Alhambra with furniture, and that he paid and engaged the employees of the hotel. On the 14th of September witness arrested Schwartz on a warrant in connection with certain information received from India. The documents at his house were seized, and among them was found a written contract between Brown and the bandmaster at the Alhambra.

His Honour read a copy of the contract which was signed at the Austrian Consulate and in which Brown signed as proprietor of the Alhambra. It was dated the 15th of June, 1904.

Witness said that as regards Brown knowing that gambling went on, he visited the Alhambra on the night of the 9th of July last. There was a roulette table on the ground floor. About thirty people were gambling round the table and Brown was present. Witness had a conversation with him about it, so that Brown must have known that gambling was going on. If the Court required evidence as to Brown fitting up the place, piles of bills could be produced. During the prosecution of Schwartz at the Spanish Court, Brown came in and openly said that it was not prosecution but persecution and that he was interested in the Alhambra, having spent $50,000 on it. Witness had seen three contracts in reference to the Alhambra. The first was the one referred to between Brown and Schwartz, which was produced at the Spanish Court to show that Schwartz leased the Alhambra from Brown.

By His Honour—Witness had heard something about Schwartz paying Tls. 500 per month and 20 per cent of the profits, but he could not say this was a fact from his own knowledge. There was another contract signed on the 16th ult. When Garcia was brought up at the Spanish Consulate last month a contract was brought forward by a man called Silvestro showing that the top floor was leased to him. Witness was of opinion that these contracts were bogus. Perdomo Garcia was only a pauper, and Silvestro, was practically a street hawker. Witness had never seen them at the Alhambra and he was of opinion that they had not anything to do with the case. He thought the contracts were simply made to defeat the ends of justice. Garcia was a very poor man, and Silvestro did not appear to be a man of much standing, as witness had frequently seen him hawking figures and pictures in the streets. About six weeks ago another raid was made on the Alhambra, and a roulette table and gambling appliances were seized. Witness then saw public gambling going on there; anyone could take part, and gambling was going on to a great extent. Witness had seen gambling on three occasions. The last was on the 31st December, when, under instructions issued by his Honour, the Captain Superintendent, witness, and others raided the hotel at about 10.30 p.m. About 9.30 p.m. witness sent out two policemen with thirty marked dollars, and instructed them to go upstairs and see if they could gamble. These dollars were afterwards found among the money seized. Witness when he arrived, found the two policemen, and about twenty other persons gambling round a roulette table. There were apparently two men in charge. One was a man named Frankel and the other appeared to be a Filipino. Witness could not find Frankel registered anywhere. He had, however, received his photograph from Buenos Ayres, from which place Frankel was deported for importing women. He had also been deported from Manila. Frankel said that he was being paid $6 a day for running the tables, but he did not say who paid him. Most of the money was found in the croupier's drawer, which was open. There were a number of chits. Witness got these two men to stand by while the police counted the money. The money and the tables were taken to the Central Station. Frankel said that the tables did not belong to him and witness thought there was no doubt that he was running them for Brown. There was no resistance to the police. Witness simply read the warrant and ordered all, except these two men, to leave the room. They were given a receipt for the money seized by

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the police, which amounted to about $2,160. Two roulette tablets, a game in which horses were run round, and a number of chits were also seized.

Det.-Sergt. J. Burnside, sworn, said that on the 9th of July last he accompanied Inspector McDowell to the Alhambra, and witnessed gambling there. Witness spoke to Brown and from his remarks took him for the proprietor of the place. Brown did not then say that he had let the place to Schwartz, but when they seized Schwartz's documents they found a contract between the bandmaster and Brown. The furniture for the Alhambra came from Messrs. Vanel in the Nanking Road, and at witness's request a representative of that firm had come to Court with his books. Witness saw gambling going on on the 9th, 16th, and 17th July, and also on several other occasions. Brown was present on every occasion. He was not in charge of the roulette. The same person never seemed to be in charge twice; they changed about. From the way Brown was walking about the place it looked as if he was running the show, and was proprietor of the place. Everyone was under the impression that Brown was head of the place. It was not private gambling, as everyone could play. Witness put some money on. On the 9th of July Inspector McDowell saw witness gambling. On the 16th of July the sergeant in charge of Carter Road station was present and saw witness gamble. On the 17th of July witness went to the Alhambra by himself and gambled. He had also gone at other dates, of which he had not kept a record, probably about three or four times and had witnessed gambling on each occasion. He was under the impression that the men looking after the tables were doing so on someone else's account. (Witness produced his official diary and drew his Honour's attention to an entry of the 19th of July in which it said that on that date he went to the Spanish Consulate, where he was shown a letter from Schwartz to the Spanish Consul saying that Brown was now proprietor of the Alhambra). Witness was present at the raid of the 31st of December. He saw gambling going on then. The man who was turning the roulette wheel was a Spanish subject. He did not know the names of the men who were running the tables. Witness assisted to take the roulette tables away, and so far as he knew no declarations were made. There was no resistance; about $2,000 were taken away. Most of the money was taken from the roulette tables. There was also a table where horses ran round and round. When witness got into the room there were six or seven people besides the police. He was the last of the police to come in, and as there were several doors in the room it was possible that some of the players left before he arrived. About ten of the police entered before witness.

Sergeant Patrick Thornton, sworn, said that on the 20th November, he was at the Alhambra at 6 p.m. with a few friends. On the 26th November, he again went there and he had been there several times since. Gambling was always going on. Witness gambled, as any-one was allowed to do so. On the 20th November, Brown was present, but witness did not see him on any other occasions. He was looking on, apparently superintending the business. A small man, who looked like a Spaniard, was in charge of the tables; he seemed to be employed there. Brown was walking backwards and forwards. Witness went with Inspector McDowell to raid the hotel on the 31st December. They entered the Alhambra about 10.30, and witness was second in the room, coming in immediately behind McDowell. There were twenty or more persons seated round a table gambling. There were also five or six persons at another table. Witness saw the roulette wheel going round and drawer at the table was open. There were a number of chips about the size of a dollar. Witness explained how the gambling was carried on when he had visited the hotel on previous occasions. People who wished to gamble there usually bought a supply of these chips at the hotel. There was one man, who said that he was an Italian, sitting down by the side of the table. Witness had seen him there every time he went. One of the men said that he was employed there at $6 a day. No resistance was made.

By an Assessor—All the police went in plain clothes. There was a little trouble the first night witness went there. Two men quarrelled and Brown told them to leave the room.

Arthur Henning, Inspector of taxes, sworn, said that he had never witnessed gambling at the Alhambra. Witness had stubs of receipts for money paid for police protection. The first one he collected was from Schwartz at Muirhead Road, as Brown was out. The second time he met Brown at the American Consulate and he paid it. The receipts were always made out in Brown's name. Schwartz paid the tax on the 16th June. Brown paid it on the 4th August. The last one collected was paid at the Alhambra to Mr. Mellows on the 17th October.

A representative from Vanel's was then called, and having been cautioned, said that he had done business with the Alhambra. Brown bought all the furniture for the hotel from Vanel. On the 26th March he bought various furniture to the amount of $2,500, mostly dining room, not bedroom furniture. Brown paid by cheque. He did not buy any roulette tables from witness. At present Brown owed witness's firm $800 for goods sent to Tientsin.

The Court advised witness to send the account in to Mr. Musso.

The Court then adjourned for a short time to come to a decision.

On resuming his Honour read an agreement between Perdomo and Schwartz. In this contract it was stated that J. H. Brown was proprietor of the Alhambra.

His Honour said that the Court found accused guilty, as proprietor of the Alhambra, a public house, of having allowed gambling to go on on the 9th, 16th, 17th July, 20th and 26th Nov., and the 31st December. For these offences he would be fined Marks 500, 600, 700, 1,000, 1,200, 1,500, which had been reduced to one fine of Marks 5,000. The gambling apparatus would be confiscated and destroyed. Accused would also have to pay the costs of these proceedings. The Court came to the conclusion that Brown having

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been born in Germany, and not having acquired any other nationality was under its jurisdiction. The Court further came to the conclusion that Brown was responsible for everything going on in the place. Brown made all the contracts and bought and paid for the furniture, he made the contract with the bandmaster, and was present on five different occasions when gambling was going on. Brown was considered by everyone present to be the responsible man and to have everything done on his account. Brown also settled the quarrel between two gambling parties. From this especially it appeared that he was the responsible man. The Court therefore came to the conclusion that everything was done for the account of Brown, and therefore the Court considered that the $2,000 odd found on the premises should be confiscated and be deducted from the fine.

Empire of China,)
) ss.
Shanghai.)

ARTHUR KINGSLEY HENNING, being duly sworn, says: I was present at the American Consular Court on the 5th of October, and during the session I heard the following conversation between Consul-General Goodnow and Mr. J. H. Brown.

Mr. Goodnow: Mr. Brown, are you an American citizen or not?

Mr. Brown: I am not.

Mr. Goodnow: Well, what nationality are you then?

Mr. Brown: That is for you to find out.

Arthur Kingsley Henning

Subscribed and sworn before me this third day of February, 1905.

James W. Davidson

VICE CONSUL GENERAL OF THE U. S. A.
IN CHARGE.

COPY AND ENCLOSURE NO. 4.

TIENTSIN, 28th October 1904.

Sir:

In reply to your - M 204 - 1904 - I beg to state the following:- J. H. Brown came to Tientsin on an American transport in 1900, he established a Saloon in the Taku Road, and it is rumoured made a lot of money, he then wentin for contracts with the German Army, and did very well out of them. He got possession of several parcels of land in the Foreign Concessions and sold them againat enormous profits. In 1901 he had a large saloon built in the Taku Road, where he had an Austrian Band; this saloon was situated not far from the German barracks and was largely visited by German Non_Commissioned officers of the well paid class.

Brown it is stated lost his contracts with the German forces through bribery, he having bribed a member of the German Pay Department to suppress all other tenders than Brown's, the German paymaster was convicted for receiving the bribe and was sentenced for a long term of imprisonment. Brown, who before the above was found out, was held to be a smart contractor by the German forces, and who practically supplied all the wants of the German troops, was informed that it was useless for him to make a single Tender after what had occurred; Brown then went to Shanghai and was away some time, he was back in Tientsin about two months ago, stayed a short time and then went back to Shanghai. It is rumoured here that Brown has parted with his interest in the Tientsin saloon.

Itis rumoured that Brown financed an American girl called Frankie, to enable her to open a house in Peking, also that he did the same for a girl to open a house in the French Concession, Tientsin; this is merely rumour and as the places are not in my jurisdiction, I have not troubled about verifying the same.

It was taled about last year, in a derogative manner, how a girl called Fay Davis was getting the best of Brown, who it was it appears smitten with the girl; Diamonds it

it is rumoured, was freely purchased for her by Brown, a Mrs. Brown arrived from America in the summer of last year and the girl Fay was sent away from Tientsin, which it is also rumoured cost Brown a pretty good sum.

Brown claims to be an American, but is able to talk Russian and German quite fluently, and is spoken of in Tientsin as a German or Russian Jew. Brown has never been in trouble or conflict with the Police since the B. M. C. took over the administration of thesettlement from the military police in 1902.

Brown was here in Tientsin mixed up in business with Schwartz, the latter was to be seen serving in Brown's bar, and at a public entertainment that Brown catered for Schwartz was also very much in evidence at.

While on the subject of Schwartz I will give you an outline of the character handed over by the German Municipal Police when handing over a part of the settlement they policed up to the present administration./

Schwartz:- was first Pimp in Calcutta, took girl in Singapore and left her in Port Said after having robbed her of $5000, went to Caltutta, and then to Alexandria where he was arrested by the Austrian Consul who had him imprisoned, he escaped from Klexandria and went back to Calcutta, the Authorities compelled him to leave, never to return; he then went to Buenos Ayres and brought a girl from Buenos Ayres called Carmen, who is a native of South America, and established her in a house of illfame in Taku Road, known as No. 6. This girl it is rumoured made a great deal of money, in fact it is stated that the amount ran well into five figures, this money or greater part of it, the girl Carmen states, was appropriated by Schwarts who went from Tientsin to Shanghai and opened another house, known I think as No. 10.

Tientsin: About the middle of 1901 a foreigner turned up in Tientsin and made a charge against Schwartz for embezzlement, the charge was that Schwartz had embezzled

the complainant of more than 100 pounds in Alexandria, and that the man had traced him to Tientsin where the charge was made, the matter to the best of my belief was arranged out of court: I am not certain of the arrangement of the case as the Military Police were in full charge of the settlement at the time, and a record was kept of arrests made by the Military Police only.

Yours faithfully,

(signed) W. H. Bourne,

Inspector of Police.

To Captain Boisragon,

Captain Superintendent,

Shanghai Municipal Police.

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No. 656

Consulate-General of the United States,

SHANGHAI, CHINA, February 7th 1905. 190 .

Mr. James W. Davidson.

To the Department of State.

Subject:

Claim of William Ayres to American nationality.

Abstract of Contents.

Report of charge of obscene libel in British Court and accused plea of American nationality.

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CHIEF CLERK,
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No. 636.

Consulate-General of the United States,

SHANGHAI, CHINA, February 7th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that I telegraphed you on January 30th, which I have confirmed in a separate despatch, to the effect that a British subject, William Ayres, who held an honorable discharge from the American Army, had been charged with obscene libel at the British Consular Court, and that he had fled to Honolulu to obtain final papers.

The details are as follows: Upon the hearing of an application made to Sir Hiram Wilkinson, in chambers in the British Supreme Court for China and Korea, for leave to institute a criminal prosecution of obscene libel in his newspaper "The Bund," Mr. Ayres claimed to be an American citizen, on the ground that he had served in the American Army, and before having been enrolled, had sworn allegiance to the United States Government. Ayres produced in support of his statement an honorable discharge from the Army, and Judge Wilkinson declared that it would appear that Mr. Ayres had some claim to citizenship, and until the merits of that claim were determined by the American Consul-General, the British Court would not exercise jurisdiction over Mr. Ayres. On this having been represented to me I called Mr. Ayres to the Consulate, and

obtained

obtained from him this affidavit: "William Herbert Melton Ayres, being first duly sworn, says: That he was born in Norwich, England; that he enlisted in the 2nd United States Corps of Engineers on the 2nd day of July 1898 at San Francisco, California, U. S. A.; that he was honorably discharged at the Presidio, San Francisco, on the 16th of May 1899; that final papers of citizenship were never taken out, but that he believes himself entitled to such papers upon presentation of his final discharge to the proper authorities."

(signed) Herbert Melton Ayres.

Sworn and sunscribed before me this 19th day of January, 1905.

Julian H. Arnold,

Deputy Consul-General of the U.S.A

After coming into possession of this affidavit, I wrote Ayres as follows under date of January 20th 1905:-

"Herbert Melton Ayres, Esq.,

Shanghai.

Sir,-Your sworn statement relative to your present nationality has been handed me by the Clerk of the Court. I note that you were born in Norwich, England; that you enlisted in the United States Volunteer Corps of Engineers; and that you were honorably discharged on the 16th of May, 1899; that naturalization papers were never taken out by you, but that you are of opinion that upon presentation of your discharge from the Army final papers will be given you.

Your contention is only partially correct. Aliens, who have enlisted, and who have been honorable discharged from the U. S. Army, may be admitted to citizenship without any previous declaration of intention. Mere service and discharge do not naturalize the party, but are only part of the evidence on which naturalization may be granted. The

alien

alien soldier can only avail himself of the privileges of the above laws by personal application to one of the American courts in which such powers are vested. A residence in the country as a soldier does not make you a citizen. If you desire to obtain naturalization it will be necessary for you to apply to one of the home courts. You will be required to prove one year's residence in the United States previous to your application. Although certain judicial powers are conferred on the American Consular officers in China, they cannot naturalize aliens. I am consequently obliged to refuse you recognition as an American citizen.

You are wrong in your contention that in making your declaration of intention you renounced all allegiance to your former Sovereign. American law certainly does not place such a construction on this act. Van Dyne, in his book entitled 'Citizenship of the United States,' says: 'A mere declaration of intention does not confer citizenship upon the declarant. A declaration is merely an expression of purpose, and has not the effect either of naturalization or of expatriation. ....."

I am, Sir,

Yours respectfully,

(signed) James W. Davidson,

Vice Consul-General for the U. S. A.

in charge."

The contents of the above letter was communicated to the British Court, and as a result permission was given by it to the Municipality to institute a criminal prosecution of Ayres. A warrant was issued for the arrest of Ayres when it was found that he had fled from Shanghai, and it is reported by his friends that he has gone to Honolulu in order

order to obtain his final papers. I observe that aliens applying for naturalization are obliged to prove that they are of good repute, and it would appear to me that the conduct of Ayres during his residence in Shanghai has been such that the Government would be justified in refusing him final papers. Some six months ago Ayres commenced the publication of a weekly paper in English called "The Bund." It was filled with the gossip of prostitute houses, and every issue contained a number of indecent paragraphs. The lewd jokes, which thus obtained circulation, were so undisguised, that the paper became a subject of much adverse comment, and much concern was expressed by family men for fear that it would come into the possession of their children. It was sold by Chinese newsboys throughout the city as publicly as were the other journals issued in Shanghai.

Ayres has always claimed to be a Britisher, and his denial of the jurisdiction of the British Court came as a great surprise to everyone. Ayres was somewhat of an athlete, and was the member of a British Walking Team which, in a contest with other nationalities, won a trophy. Ayres has never evidenced any desire to be an American, nor can I find that he had declared to anyone that his nationality was other than British. It was very evident, therefore, that the position he took in connection with this trial was merely to gain time in order that he might flee from the city.

Taking into consideration that his aim in claiming American nationality was merely to defeat the ends of justice, it would be very desirable, if the laws of our country permit, to refuse him his second papers.

I enclose a press report of the hearing at the British Court, and also a paragraph in regard to his previous claim to British nationality while a member of the British Walking Team.

I have the honor to be,
Sir,
Your obedient servant,

James W. Davis

AMERICAN VICE CONSUL GENERAL IN CHARGE.

S.M.

Enclosures: No 1 Report of Hearing at British Court. in Duplicate.
No 2. Paragraph regarding Nationality of Ayers.

Enclosure No 1 (in duplicate)

THE "BUND" IN CHAMBERS.

Detective Inspector McDowell, through the Municipal Council's solicitors, Messrs. Dowdall, Hanson and McNeil, made an application to Sir Hiram Wilkinson, Judge of H.B.M.'s Supreme Court, sitting in chambers, yesterday, for the criminal prosecution of H. Melton Ayres for the puplication of obscene libels in a periodical named the "Bund."

Mr. Loftus Jones who appeared on behalf of the applicant and quoted the section of the Act of 1888 appertaining to obscene libels, whereby it was necessary to make application in chambers for criminal proceedings to be instituted.

Produced affidavits signed by Inspector McDowell and Detective Sergeants Brown and Burnside. Inspector McDowell's affidavit set forth that the Council desired a criminal prosecution against Mr. Ayres for publishing obscene libels in the Bund Deponent believed that Mr. Ayres was the editor, proprietor and publisher of the above named paper.

Dct. Sergt. Burnside in his affidavit believed that Mr. Ayres was a British subject.

Mr. Ayres having satisfied his Lordship that he had read over the affidavits in the case, took exception to the statement of Detective Sergeant Burnside that he was a British subject. His Lordship asked the defendant what his nationality was, but Mr. Ayres refused, without wishing to be discourteous to his Lordship, to state what national he was. On being informed that, unless he disclosed his nationality the case would proceed, Mr. Ayres handed in a discharge from the American army, he having served in the Volunteer Engineer corps during the Spanish war.

Mr. Ayres pointed out to His Lordship that this document did not permit him to vote at Presidential elections.

His Lordship stated that he was satisfied that defendant was entitled to American citizenship but in the event of the U. S. Consul General not recognising the claim, defendant, for his own benefit, could return under British jurisdiction.

Mr. Ayres did not think this would happen as before enlisting in the U. S. Volunteer forces he had renounced all allegiance to his previous sovereign. If the Americans would not own him, he would be a man without a country and be compelled to go to the Mixed Court.

His Lordship did not desire a European to be put to such extremities.

Mr. Jones suggested that the U.S. Consul General be at once communicated with but his Lordship said the learned Counsel would have to act on his own initiative.

The hearing then ended.

Enclosure No 2.

North China Herald, June 21st, 1905

THE question is being asked, have the English team any right to retain the cup given for the winning team in the International Walking Match, if Mr. Melton Ayres is not an Englishman? He walked as an Englishman, and he trained the English team, but now it appears on his own showing in Court that he is not a British subject. What happens therefore?

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No. 637.

Consulate-General of the United States,

SHANGHAI, CHINA, February 8th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Subject: Acc Mch 9/05

Consular clerk.

Call attention to his right to accept clerks in cases like this subject to subsequent approval.

Abstract of Contents.

Recommending that Mr. Arnold be transferred to the Interpreter's Department, and that Mr. Dicks be appointed consular clerk.

Employment authorized Feb. 20/05

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No. 637.

Consulate-General of the United States,

SHANGHAI, CHINA, February 8th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that in a separate despatch I confirmed the telegram which I sent to the Department relative to the advisability of permitting Mr. Arnold to familiarize himself with the work of interpreter, and sending forward the application of Mr. William Dicks for the position of Consular Clerk.

Dr. Barchet informs me that he hopes to get away from Shanghai in March. As there is no probability of Dr. Barchet returning for perhaps six months, and as there is some possibility of his resigning from the consular service, this office will be obliged to utilise the services of Mr. Arnold as interpreter.

Mr. Arnold is a very capable and energetic young man, and I believe that after a few months of experience he will be able, with the help of his Chinese assistant, to do the important work required of him. Mr. Arnold has now for some months been doing the work of the consular clerk in the general office, and it will be very difficult for him to take up the work of Dr. Barchet on the day of the latter's departure if he is not given the opportunity to gain an insight

into

into the methods of Dr. Barchet, and likewise some knowledge of matters pending, some of which are of great importance. It would, therefore, seem very necessary, if Mr. Arnold is to take over Dr. Barchet's work, that he be in the interpreter's office at once, and thus obtain at least one month's experience.

You are doubtless aware that it is absolutely necessary to have some American in the general office. The marshal is so busy with court work, that it is impossible for him to give attention to invoices, land registering, shipping, money orders seamen, and the numerous other matters that arise. Mr. Conger passed through here some weeks ago on his way to Manila, and I requested him to kindly ascertain while there if I could obtain the services of some very capable officer who had served in the Phillipine government. The work in Shanghai is of so much importance that I feel very much the necessity of obtaining the services of an experienced man, and I felt that Mr. Conger, through the assistance of his friend the Civil Governor, could obtain for me some young man who would prove in every way satisfactory, and also familiar to a certain degree with the ways of the East.

I have to-day received a telegram from Mr. Conger, as follows: "William Dicks age 25 educated public schools Natchez miss. five years experience law offices as stenographer well recommended by attorney general and others here wants consular clerkship can start February fourteenth answer - Conger."

In case the Department has not yet answered my wire, but should decide in the affirmative to do so after the perusal of this letter, I would request that I be informed by telegraph, in order that there be as little delay as possible in making the desired change. I understand there exists an appropriation of $1600- gold for clerk hire, and Mr. Dicks has been informed by Mr. Conger that, in case he is appointed to the office, he would draw this salary.

I have the honor to be,

Sir,

Your obedient servant,

James H Dawson

VICE CONSUL GENERAL IN CHARGE.

Carl M.

No. 638

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Consulate-General of the United States,

Shanghai, China, February 8th , 1905.

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Mr. James W. Davidson,

To the Department of State.

Answered 11/05
Hamm 2/9/05

Tsingtau
July 1'06

Subject:

American Consulate desired at Tsingtau.

Abstract of Contents.

Enclosing letter from German firm on above subject, and recommending that Hangchow appropriation be transferred to Tsingtau.

CHIEF CLERK,
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Department of State.

Memorandum re this subject in file
D'Geat

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No. 638

Consulate-General of the United States,

SHANGHAI, CHINA, February 8th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose a letter which I have received from a German firm here regarding the advisability of establishing a consular agency at Tsingtao, the German port in Shantung province.

As you are doubtless aware, Tsingtao is a very finely constructed city, somewhat on the lines of Dalny, and possesses considerable trade which, owing to the railway and shipping facilities, is showing a large annual increase. There is quite a large shipment of Strawbraid from Tsingtao to America, and as the Tsingtao firms are anxious to ship direct, they complain very much of the necessity of appointing an agent in Shanghai or Chefoo, in order to have their invoices certified. The consumption of American goods in Tsingtao is increasing rapidly, and Tsingtao would appear to me to be one of the most important commercial points in China.

I believe Mr. Anderson, of Hangchow, will agree with me, when I say that Hangchow does not appear to be a place requiring a consulate or even a consular agency. While there are a number of missionaries residing in that district they rarely need consular

assistance, and, owing to the short distance between Hangchow and Shanghai, that assistance can be rendered them by this office with very little inconvenience either to them or us.

Ningpo, which has a larger settlement of American missionaries than Hangchow, is at present in the consular district of Hangchow, but it is more easily reached from Shanghai than from Hangchow, the journey being a shorter one, and passenger boats more frequently available than from the latter city.

At the time when it was suggested that Hangchow be made a consulate, the missionaries were somewhat disturbed owing to the Boxer war, and Mr. Goodnow who, I believe, made the original recommendation, informed me a few months ago that the necessity of a Consulate at Hangchow had now disappeared.

I am quite convinced that American commercial interests would be far better served if the appropriation for Hangchow was transferred and made available for Tsingtao. There is considerable American shipping in Tsingtao, and matters in connection with discharged sailors, and so forth, are frequently referred to us here. It is no exaggeration to say that scarcely a week passes that there do not arise at least two or three matters which suffer from the fact that we have no consular representative at Tsingtao.

As the government of Tsintao is in the hands of the Germans a German speaking officer would be very desirable.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

C A R L O W I T Z & C O.

Shanghai, January 17th 1905.

Sir:

Our New York House in commenting on a Consular Invoice made out by our Tsingtau Office in Kiautschou Taels, a currency unknown to the Director of the Mint in New York, gives expression to the diserability of having a Consular Agent for the Unted States of America appointed at Tsingtau at an early date.

We respectfully beg to endorse this opininn. Although there is no American firm established at Tsingtau so far, the trade from that port especially in Strawbraid to the Unted States has already reached quite respectable proportions and helped by low railway rates is certain to continuously increase. It is most inconvenient and hampering trade through unavoidable delays that all the Consular Invoices covering these shipments have to pass through Shanghai to be certified and we should consider it a great favour if the necessary steps would be taken without further delay to remedy this point.

In our opinion either of the following gentlemen would be suitable persons to meet the emergency.

Mr. M. Homan ofthe Deutsche Asiatische Bank.

Mr. A. Berg of Messrs Anz & Co.

Mr. F. Kirchhof of the Hamburg-America Line.

Mr. Ad. C.Schomburg of our firm.

Awaiting the favor of a reply,

We have the honor to be,

Sir,

Your obedient servants,

(Sgd) Carlowitz & Co.

James W. Davidson, Esqr.

Vice Consul General for the United States of Am.
Shanghai.

Consular Bureau.

MEMORANDUM.

March 24, 1905.

Mr. Peirce:

Under the arrangement existing at present by which invoices may be certified by two reputable merchants, business suffers little embarrassment by the absence of an American Consulate at Tsingtau. It may become necessary later on to establish a Consulate at this port, but for the present it seems to me that the matter should be left as it is. Under no circumstances do I recommend the establishment of an Agency.

W.J.C.

Mr. Peirce says answer that Dept. cannot make the transfer.

Note Manchuria for Circulars.

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No. 639

Consulate-General of the United States,

Shanghai, China, February 10th 1905.

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Mr. James W. Davidson,

To the Department of State.

Ans. Mch 25/05

Subject:

Orlan Clyde Cullen

Abstract of Contents.

Hés claims as a Bearer of Official Despatches.

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No. 639

Consulate-General of the United States,

SHANGHAI, February 10th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you, relative to the claims put forward by Orlan Clyde Cullen in regard to his position as official bearer of despatches, regarding which there has been some correspondence between this Consulate and the Department, that Mr. Cullen has, I learn, returned to the United States, and that I find that he had in his possession while in the East a large quantity of consular notepaper. He wrote numerous letters while in China and Japan to various parties, and invariably used government stationary. It is quite possible for an American to obtain in the Consulate, as a mere matter of convenience, a sheet of paper and an envelope, and had there been only one instance of this in the case of Mr. Cullen, the matter would not appear important. In the present case, however, I find that apparently all his correspondence appears on government stationary. His interviews with the press, in which he declared that he was accompanying a large shipment of his guns to Japan, and, at the same time, his announcements made on every occasion that he was an official bearer of despatches, were a source of much

irritation to the Russians here, and it was only after much argument that I was able to convince the Russian officers stationed here that Cullen was an impostor. Cullen still possesses the Passport which has on its face the words "Official Bearer of Despatches," and as Cullen is quite likely to again take a trip abroad, it would seem to me very desirable if the Department could obtain possession of this passport. Cullen's address in America is, I understand, St. Paul, Minnesota.

I have the honor to be,

Sir,

Your obedient servant,

James W Dunford

S.M. VICE CONSUL GENERAL IN CHARGE.

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No. 640

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Mr. James W. Davidson.

To the Department of State.

Subject:

My salary as Vice Consul-General.

Abstract of Contents.

Acknowledging Department's despatch on above subject.

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No. 645.

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's despatch of December 23rd, instructing me to draw on the Secretary of State for my salary while in charge of the Shanghai Consulate General, supporting my drafts by accounts in the usual manner. Your instructions will be complied with.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

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No. 641.

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Mr. James W. Davidso n.

To the Department of State.

BUREAU OF APPOINTMENTS.
MAR 9 1905
Department of State.

Oath in duplicate sent 13 inst.

Subject:

My bond and oath of office.

Abstract of Contents.

Enclosing signature card.

CHIEF CLERK,
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No. 641.

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's despatch under date of December 23rd, enclosing an official bond for execution and return, a form of oath, and a signature card.

I am writing by this mail to the American Bonding Company, of Baltimore, requesting them to act as surety on my bond, and I trust that the bond will be forwarded to you promptly. My oath of of office was forwarded to the Department on December 31st. I enclose herewith signature card for the use of the Treasury Department.

I have the honor to be,

Sir,

Your obedient servant,

James W. Goodnow

S.M. VICE CONSUL GENERAL IN CHARGE.

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No. 642

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Mr. James W. Davidson.

To the Department of State.

Rec'd Odlum Enclosure May 29/05

Subject:

Prisoner Odlum's claim against this Consulate.

Abstract of Contents.

Acknowledging receipt of Department's despatch of December 24th and enclosing copies of Consul General Goodnow's correspondence regarding Odlum's property.

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No. 645.

Consulate-General of the United States,

SHANGHAI, CHINS, February 10th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of the Department's despatch No. 423 under date of December 24th, transmitting a letter addressed to the Department of Justice by Mr. George T. Odlum, who was convicted and sentenced in the Consular Court at Canton, China, and is now in the California States prison, in regard to a sum of money and a ring which he claims belongs to him and were taken from him by the Consul General at Shanghai.

I reply I would state that I did not believe that Mr. Derby, the U. S. marshal, informed Odlum, as the latter asserts, that the ring and a draft for the money would be sent to San Quentin by the first mail. My reason for doubting Odlum's statement is, that his money and the ring were at that time the subject of correspondence between the Department and Consul General Goodnow. Mr. Goodnow addressed the Department on October 10th and again on December 30th 1904 (see copies enclosed herewith).

I have in my possession Mex. $674.70 and one diamond? ring, and the International Banking Corporation have a claim against Odlum exceeding the amount held by me to Odlum's credit. Regarding this claim I note that, under date of November 15th, the Department writes that the remedy of the International Banking Corporation would appear to be by the insittution of the proceedings before the Consular Court to establish the legal ownership of themoney. I will notify the Bank, and suggest that they take necessary steps in the matter, Inorder that I may be able to close up Odlum's affairs.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

Dec. 30 '04

COPY.

Honorable Francis B. Loomis.

Sir:

Referring to my No. 613 of October 10th informing you that I at that time held for G. T. Odlum Mex. $709.58 and certain personal property, I have to inform you that the allowance of fifty cents perday from October 1st to November 2nd (32 days) amounting to U. S. Gold $16- (Mex $34.88) was taken out of that amount and the balance (Mex $674.70) has been to-day handed by me to Hon. J/ W. Davidson, U. S. Vice Consul General in charge.

I have also handed Mr. Davidson the diamond ring which Odlum had. The other personal property enumerated in my No. 613 was sent to San Quentin with Odlum.

I am, Sir,

Your obedient servant,

(signed) John Goodnow,

Consul-General.

COPY. Oct. 10. '04

Hon. Francis B. Loomis.

Sir:

I hand you herewith a copy of the claim filed with me by the International Banking Corporation against G. T. Odlum prisoner from Canton now in this jail. I respectfully ask your instructions in relation thereto.

The man has the following credits:-

June 22nd	From Consul General, Canton	Mex $	19.73
July	Typewriting in Evans v Ranger.		33-
August	" " Inquest Filisario		22.80
Sept. 12th	Found hidden		12.10
Oct. 8	Returned by bailey as belonging to Odlum		775.05
	Total	Mex. $	862.68

Debits.

Sept. 30th	Board July 1-Sept 30 92 days at 50 cts. per day U. S. Gold $46	Mex $	103.10
Oct. 8	Reward paid to detective for recapture		50-
	Total	$	153.10.

By balance Mex. $ 709.58

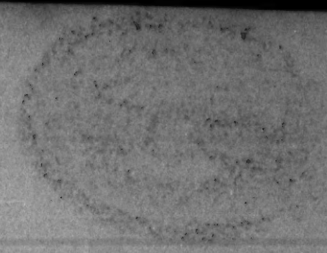
Also one ring set with diamond (?); one very cheap watch and fob; one pocket book; one fountain pen; one pair colored glasses, two trunks and wearing apparel.

Under your instructions regarding the prisoner Tucker, I charged Odlum with his board, I ask youf further instructionsin this matter.

I am, Sir,

Your obedient servant,

(signed) John Goodnow.
ConsulGeneral.



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No. 643.

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Mr. James W. Davidson.

To the Department of State.

Ans by form
Mch 11/05

Subject:

reporting an Appeal ~~in Boyd case.~~ taken in the case of Boyd vs China-American Development Co

Abstract of Contents.

Mandates from British Court covering Appeals and Writs of Error in Boyd vs. China American Development Company.

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MAR 14 1905
FILED

CHIEF CLERK,
MAR -8 1905
Department of State.

No. 643.

Consulate-General of the United States,

SHANGHAI, CHINA, February 10th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

In the civil case Boyd vs. American China Development Co., decision in which was given in this consular court on July 22nd, 1904, a record of which went forward to the Department of State on July 23rd, 1904, Consul General Goodnow, upon application by the defendants, granted a stay of sixty days to permit the defendants to ascertain whether or not an appeal would lie from this court. Prior to the expiration of the period the legal representative in Shanghai of the American Development Co. received from the American attorney representing the Company the following orders:

1- Order allowing an appeal to the United States Circuit Court, Ninth Circuit signed by Wm. W. Morrow, Judge (Filed Dec. 2nd 1904).
2- Order allowing an appeal to the United States Circuit Court of Appeals, ninth Circuit signed by Wm. W. Morrow, Judge (Filed Dec. 2nd 1904).
3-Order allowing a Writ of Error to be reviewed by the United States Circuit Court, ninth circuit signed by Wm. W. Morrow, Judge (Filed Dec. 2nd 1904).
4-Order allowing a Writ of Error to be reviewed by the United States Circuit Court of Appeals, ninth circuit, signed by Wm. W. Morrow, Judge (Filed Dec/2/04).

I am complying with these mandates of the higher court, although I admit the sending up of more than one case would appear to me to be a very unusual proceeding.

I have the honor to be,

Sir,
Your obedient servant,

James W. Davidson

S.M.

VICE CONSUL GENERAL IN CHARGE.

CONSULAR BUREAU
MAR
9
1905
INDEX BUREAU
REC'D
MAR 7 1905
DEPT OF STATE
3rd ASST. SECRETARY.
MAR 8 1905

No. 0

Consulate-General of the United States,

Shanghai, China, February 10th 1905.

Mr. James W. Davidson,

To the Department of State.

CONSULAR BUREAU
NOTED AND PUBLISHED

Subject:

Report of Death.

Abstract of Contents.

Death of one Arthur Twineham, a destitute American.

INDEX BUREAU
MAR 23 1905
FILED

CHIEF CLERK,
MAR -8 1905
Department of State.

Death of one Arthur Twineham, a destitute American.

No. 0

Consulate-General of the United States,

Shanghai, China, February 10th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to hand you herewith report in duplicate of the death of Arthur Twineham, an American citizen.

I am, Sir,

Your obedient servant,

James W. Saunders

VICE CONSUL GENERAL IN CHARGE.

Y.

Shanghai, China, February 10th, 1900.

Francis B. Loomis,

Assistant Secretary of State,

Washington, D.C.

I have the honor to hand you herewith report in duplicate of the death of Arthur Twinehan, an American citizen.

I am, Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

Y.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BURIAL
FILED AND PUBLISHED

Consular Service, U. S. A.

SHANGHAI, February 10th 1905

Name: Arthur Twineham

Native or naturalized: Native

Date of death: February 3rd 1905

Place of death: Shanghai General Hospital

Cause of death: Haemorrhagic Small-pox

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: None

Address of family: Last address so far as known #1600 Indiana Ave. Chicago, Ill.

Family notified: Yes.

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 405 Vol. VIII.

Remarks: Destitute and applied at hospital. Was a sailor on board British Ship Mackinan (97837) leaving Philadelphia 6/9/04 and was discharged at Swansea 3/10/04. Had evidently been Manila and thence to Shanghai.

Vice *Consul General of the United States.*
in Charge

[SEAL.]

RECEIVED MAR 22 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAR 22 1905

No. 0

INDEX BUREAU REC'D MAR 22 '05 DEPT. OF STATE

Consulate-General of the United States,

Shanghai, China, February 10th, 1905

Mr. James W. Davidson,

To the Department of State.

Rec'd 3/22/05

Subject:

Law Reports.

trans reports of consular court cases

Abstract of Contents.

Case of Shiller & Co. v. Cosette Danvers.

" U. S. v. H. Petersen and

" U. S. v. J. O'Brien.

CHIEF CLERK MAR 22 1905 Department of State.

INDEX BUREAU MAR 24 1905 FILED

Chase et Shiller & Co. v. Oconto Canvas.

" U. S. v. K. Peterson and

" U. S. v. J. O'Brien.

No. 0

Consulate-General of the United States,

Shanghai, China, February 10th, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith to you findings in duplicate of three Court cases viz: Shiller & Co. v. Cosette Damvers, U. S. v. H. Petersen and U. S. v. J. O'Brien.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.

3 enclosures.

Shanghai, China, February 10th,

Francis B. Loomis,

I have the honor to enclose herewith to
you findings in duplicate of three Court cases viz:
Shilter & Co. v. Consite Bureau, U. S. v. E. Petersen
and U. S. v. J. O'Brien.

I am, Sir,

Your obedient servant,

VICE-CONSUL GENERAL IN CHARGE.

1.

3 enclosures.

U.S. CONSULAR COURT.

Shanghai, 7th February.

Before the Hon. J. W. DAVIDSON, Vice ~~Acting~~ Consul-General.

SCHILLER AND CO. V. MISS C. DANVERS.

This was a claim for $231 for coal supplied. Defendant did not appear.

W. Poignand, sworn, proved the debt and said that sometimes the coal was ordered by telephone and sometimes a chit was sent. The ordinary custom was for the order to be sent along with the coal, so that the receiver might sign receipt together with order. Witness could produce receipts for all the coal supplied.

Judgment was given to the plaintiff for the amount claimed (Execution to be stayed for three days) together with costs.

DRUNK AND DISORDERLY.

H. Peterson was charged with being drunk and disorderly on the 6th inst.

Accused pleaded not guilty.

P. C. 757, cautioned, said there was a difficulty between accused and some ricksha coolies at the corner of Astor and Whangpoo Roads; the foreigner would not pay any attention to witness but hit him under the chin. The skin was slightly abrased. A Chinese flower girl came up to help the foreigner. Witness's tunic was torn by these two. They pulled witness into No. 4 Tsingpoo Road, a house of ill fame. The foreigner pulled him in.

Inspector Bourke said that the woman was being charged at the Mixed Court.

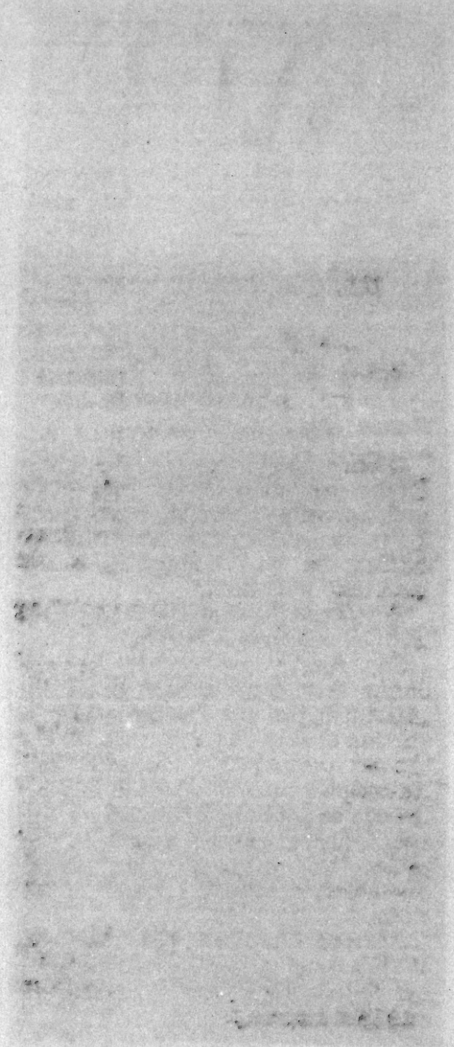
Accused, who elected to give evidence, sworn, stated that some coolies were making a noise outside his quarters, at the Astor, and he went out to make them leave off. He did not see a policeman. The policeman after arresting him would not allow him to put on any clothes and those he had on were torn by the policeman. He was not drunk at the time.

Inspector Bourke pointed out that the Astor Bar was a long way from Tsingpoo Road.

By the Court—Accused said he was second mate on the Ena, he had about $50, gold, wages due to him.

Fined $40 the money to be given to the American Relief fund

James W Davidson
Vice Consul General of the U.S.A.
in Charge. during Judicially.



U.S. CONSULAR COURT.

Shanghai, 9th February.

Before the Hon. J. W. DAVIDSON, Vice Acting Consul General.

DRUNK AND DISORDERLY.

O'Brien, quartermaster of the U.S.S. Elcano, was charged with being drunk and disorderly in Fearon Road about 3 p.m. on the 8th instant, also with assaulting one Saw Tsang Sai at the same time and place.

Prisoner did not remember anything that had occurred as alleged.

Insp. Bourke said prisoner was very drunk when brought to the police station, in fact mad drunk. The police had to turn the accused out of a shop where he was creating a disturbance and the complainant, following him into the street, was struck by defendant in the eye. There was no assault on the police, but it took three native constables to remove prisoner to the station.

Accused was fined $40 Mex., $5 of the amount to go to the complainant, and $10 to the police to put accused on board his ship.

James W. Davidson
Vice Consul Gen. U.S.A.
Shanghai, acting Judicially

INDEX BUREAU RECD. MAR 7 1905 DEPT. OF STATE

CONSULAR BUREAU MAR 9 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAR 8 1905

No. 0

Consulate-General of the United States,

Shanghai, China, February 11th, 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Inquest.

Ans by Journ March 11/05
& Mrs Armsbury
May 17/05

CONSULAR BUREAU NOTED AND PUBLISHED

INDEX BUREAU MAR 14 1905 FILED

Abstract of Contents.

Reporting an inquest held on the body of Stanley Armsbury, late master of the American ship "Atlas".

CHIEF CLERK, MAR -8 1905 Department of State.

Inquest.

Reporting an inquest held on the body
of Stanley Armstrong, late master of the
American ship "Alice".

No. 0

Consulate-General of the United States,

Shanghai, China, February 11th 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith in duplicate report of an inquest and death report in duplicate on the circumstances attending the death of Stanley Armsbury, late master of the American ship "Atlas".

I am, Sir,

Your obedient servant,

James W. Davis

VICE CONSUL GENERAL IN CHARGE.

Enclosures. No 1 Report of inquest in duplicate
No 2 Death report in duplicate

Inclosure No 1 (in duplicate)

CONSULAR BUREAU
NOTED AND PUBLISHED

INQUEST.

Before the Hon. J. W. DAVIDSON, U.S. Acting Consul-General and a special jury composed of Messrs. C. H. BLAKE, E. W. HUNT and G. MAGEE.

An inquest on the circumstances attending the death of Stanley Amesbury, late master of the American ship Atlas, was held on board the said ship on Monday at 2.30 p.m.

The first witness called was the steward Ah Chong who testified that this morning about 7 the deceased called him to the cabin and asked for a cup of tea which he brought and put on the table. He then went to the store room to fetch some sugar and other stores for the crew and returned to the galley to get breakfast. Shortly before 8 he again went to the cabin to call the captain to breakfast and found him lying on the floor; witness thought he was ill and went for the chief officer who was smoking in his own cabin. The galley was in the fore part of the ship. He heard no report of firearms.

J. C. Anderman, sworn, said he was chief officer of the Atlas, and an American citizen. He responded to the steward's call and went to the captain's cabin where he found the deceased lying face downward on the floor and thinking he was sick asked what was the matter, and receiving no reply he tried to raise him and in doing so saw blood running from his mouth; the time must have been about 7.45. He heard no report of firearms; there was nobody else in the cabin. The captain had had no trouble with the crew. The crew were nearly all drunk on Sunday and when he went to call them to turn to this morning none of them turned out. Deceased was all right at supper time; the captain of the John Ena partook of that meal with the deceased, as did the mate of the Comet. The latter left at 10 p.m. Deceased did not seem despondent but had been complaining of sickness and been attended by the doctor. Witness describedithe position of the body when found, the revolver was a ship's one and lying a little distance from the body.

Dr. Ransome, sworn, testified to being called to the ship at 9.15 and making a cursory examination of the body but left the ship to go to Shanghai and notify the authorities, after instructing the mate to leave everything undisturbed. He had only proceeded a short distance from the ship in his steam launch, when he saw the S. O. Co.'s launch coming down stream and being signalled returned to the ship and found Mr. Engelbracht (U S. Marshal) Mr. Blake and Mr. Bently on board. Dr. Marshall also came down with the launch. Witness then with Dr. Marshall made a thorough examination of the body and discovered a jagged hole, powder stained, through the pyjamas and singlet of deceased and a wound in the left breast near the nipple also a bruise on the back doubtless caused by the bullet impinging on the vertebra; there were also powder stains and a slight wound on the right thumb, the wound was undoubtedly caused by the 38 calibre revolver he saw lying within about 12 inches of the body. He had been attending the deceased for general debility which disease was lowering.

After viewing the body the Court examined the papers in the cabin and found a letter which Capt. Davies of the barque Comet identified as in the handwriting of deceased, giving some instructions to him about the ship's accounts and bequeathing his chronometer to Capt. McKay; also a letter to a New York firm authorizing its delivery.

There was also a very pathetic note, the last entry, discovered in a small note book.

After examining the rest of the deceased's papers in the chart room the jury, without retiring gave a verdict of suicide during temporary mental aberration.

Enclosure No 2 (in duplicate)

CONSULAR BUREAU
NOTED AND PUBLISHED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, January 28th 1905

Name: Stanley Amsbury.

Native or naturalized: Native.

Date of death: January 23rd 1905.

Place of death: On board the sailing vessel "Atlas", Whangpoo River, (Shanghai.

Cause of death: Wound from revolver shot, self inflicted.

Disposition of remains: Cremated, to be sent home.

Local law as to disinterring remains in case it is desired to bring them home:

Disposition of effects: Placed in charge of Charles H. Blake, Standard Oil Company, Shanghai.

Address of family: Rock Port, Maine.

Family notified: Yes.

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 391 to 394. Vol. VIII.

Remarks:

James W. Dunstan
Vice *Consul General of the United States.* in Charge

[SEAL.]

(Form No. 107.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

January 28th 190 5

Stanley Amsbury.

Native.

January 23rd 1905.

On board the sailing vessel "Atlas", Wanggoo River, (Shan Dai.

Wound from revolver shot, self inflicted.

Cremated, to be sent home.

Placed in charge of Charles H. Blake, Standard Oil Company, Shanghai.

Rose Port, Maine.

Yes.

No.

321 to 324. Vol. VIII.

INDEX BUREAU
REC'D
MAR 7 1905
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9
1905
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
MAR 8 1905

No. 9.

Consulate-General of the United States,

Shanghai, February 11th, 1905.

Mr. James W. Davidson

To the Department of State.

Subject:

Deaths of Americans

CONSULAR BUREAU
NOTED AND PUBLISHED

Ans. March 21/05 Call attention to omission of signatures & file heirs to proved signed certs.

Yorba - to Mrs J. N. Arney April 11/05

Abstract of Contents.

Reporting Death of Miss O'Connor

" " " John M. Flowers

" " " Bernardo A. Yorba

INDEX BUREAU
MAR 23 1905
FILED

CHIEF CLERK,
MAR -8 1905
Department of State.

No. 0.

Consulate-General of the United States,

SHANGHAI, CHINA, February 11th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith reports of the deaths of three American citizens.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Enclosures:

1-Death report of Olive O8Connor

2- " " John M. Flowers.

3- " " Bernardo A. Yorba.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU.
NOTED AND PUBLISHED

Consular Service, U. S. A.

SHANGHAI, Jan. 25th 190

Name: Olive O'Connor.

Native or naturalized: Native.

Date of death: January 14th 1905.

Place of death: Shanghai, China.

Cause of death: Small pox

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: In hands of Consul.

Address of family: Not known

Family notified:

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 387 to 390 Vol. VIII.

Remarks:

James W. Davidson

Vice *Consul General of the United States.* in Charge.

[SEAL.]

Not Known

Vide Vol. VIII.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
NOTED AND PUBLISHED

Consular Service, U. S. A.

SHANGHAI, January 25th 1905

Name: Olive O'Connor

Native or naturalized: Native

Date of death: January 14th 1905.

Place of death: Shanghai, China.

Cause of death: Small pox.

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: In hands of Consul.

Address of family: Not known

Family notified:

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 387 to 390. Vol.VIII.

Remarks:

James W. Denson

Vice *Consul General of the United States.* in charge.

[SEAL.]

(Form No. 726)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

Shanghai, January 26th 1909.

Olive O'Connor.

Native

January 24th 1909.

Shanghai, China.

Small pox.

Burial.

None

In hands of Consul.

Not known

No.

387 to 390. Vol.VIII.

Vice

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
COMPILED AND PUBLISHED

Consular Service, U. S. A.

SHANGHAI, Jan. 28th 1905

Name: John M. Flowers

Native or naturalized: Native

Date of death: Jan. 3rd 1905.

Place of death: The Isolation Hospital.

Cause of death: Small pox.

Disposition of remains: Cremated, to be sent to the United States.

Local law as to disinterring remains in case it is desired to bring them home:

Disposition of effects:

Address of family: Durham, North Carolina.

Family notified: Yes.

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 395 to 399. Vol. VIII.

Remarks:

Vice *Consul General of the United States.* in Charge.

[SEAL.]

(Form No. 155)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

Jan. 28th, 1909.

John M. Flowers.

Native.

Jan. 3rd 1909.

The Isolation Hospital.

Small pox.

Cremated, to be sent to the United States.

Durham, North Carolina.

Yes.

No.

395 to 399. Vol. VIII.

Vice Consul in Charge.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, January 28th 1905

CONSULAR BUREAU
NOTED AND PUBLISHED

Name: John M. Flowers.

Native or naturalized: Native.

Date of death: January 3rd 1905.

Place of death: The Isolation Hospital.

Cause of death: Small pox.

Disposition of remains: Cremated, to be sent to the United States.

Local law as to disinterring remains in case it is desired to bring them home:

Disposition of effects:

Address of family: Durham, North Carolina.

Family notified: Yes.

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 395 to 397. Vol. VIII.

Remarks:

James W. Davison
Vice *Consul General of the United States.* in charge.

[SEAL.]

(Form No. 1207)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

Rangoon, January 22nd, 1903.

John M. Flowers.

Native.

January 3rd 1903.

The Isolation Hospital.

Small pox.

Cremated, to be sent to the United States.

Durham, North Carolina.

Yes.

No.

Page 329 to 337. Vol. VIII.

Vice

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, January 30th 1905

CONSULAR SERVICE
NOTED AND PUBLISHED

Name: Bernardo A. Yorba.

Native or naturalized: Native.

Date of death: Dec. 30th 1904.

Place of death: Isolation Hospital

Cause of death: Small pox.

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: In Consul's hands.

Address of family: Los Angeles, Cal.

Family notified: Yes.

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 400 to 401 Vol. VIII.

Remarks:

Vice *Consul General of the United States* in Charge

[SEAL.]

(Form No. 126)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

January 20th 1909

Surname A. Yorke.

Native.

Isolation Hospital

Small pox.

Burial.

In Consul's hands.

Yes.

No.

400 to 401 Vol. VIII.

ASSISTANT SECRETARY.
FEB 20 1905

TELEGRAM RECEIVED IN CIPHER.

From SHANGHAI,

Received February 20, 1905,
3:45 a. m.

Ans by wire Feby 20/05
Copy to Feby 20/05

Secretary of State,
Washington.

Goodnow, is he returning as Consul-General of the United States?

DAVIDSON.

INDEX BUREAU
FEB 25 1905
FILED

Ciphered by the Chief Clerk's Office, February 20, 1905. 9:45

No. 0

BUREAU OF MAR 22 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAR 22 1905

Consulate-General of the United States,

Shanghai, China, February 20th, 1905.

INDEX BUREAU RECD. MAR 22 '05 DEPT. OF STATE

Mr. James W. Davidson,

To the Department of State.

Ans by form rec'd 23/05

Subject:

INDEX BUREAU MAR 24 1905 FILED

Law Reports.

Abstract of Contents.

Case of Tsung Ah-lee v. John Harris

" The Hanbury Coffee House v. Thos. Reilly.

CHIEF CLERK. MAR 22 1905 Department of State.

Law Reports.

Case of Lewis Ashlee v. John Norris

" The Hanbury Coffee House v. Thos. Selly.

No. 0

Consulate-General of the United States,

Shanghai, China, February 20th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith report in duplicate of the case of Tsung Ah-lee v. John Harris, and also of the case of The Hanbury Coffee House v. Thomas Reilly.

I am, Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

Y.

Enclosures: 2 law reports in duplicate.

U.S. CONSULAR COURT.

Shanghai, 14th February.

Before the Hon. J. W. DAVIDSON, Acting Consul-General.

ALLEGED ROBBERY AND ASSAULT.

John Harris was charged with being concerned with others not in custody in violently assaulting and injuring one Sung Ah Yoong on the Chapoo Road about 10 a.m. on the 13th inst. Also with being concerned with others not yet in custody in that he did feloniously steal one watch value $5.60 and chain and charm, $5.10, total $11.20 the property of Tsung Ah Lee at about 10 a m. on the 13th.

His Honour asked Det. Sergt Vaughan whether there were any papers concerning accused's nationality and received an answer in the negative.

Mr. Engelbracht said that accused was discharged from a Norwegian boat and had been at the Consulate before.

Accused said he was born at Norfolk U.S.A. and pleaded Not Guily to the charge.

Det. Sergt. Vaughan, sworn, said at 10 a.m. yesterday complainants came to the Police Station and after making the charge said accused was stopping at a boarding house, 389. Chapoo Road. When witness went to the boarding house he found a man named Ward, who gave him instructions were to find Harris. Harris was arrested at 5 p.m. the same evening. Witness mentioned that three Japanese were being charged in connection with the case. When arrested accused confessed to the assault but denied the theft. Ward at that time said accused was the man who kicked the complainant Sung Ah Yoong.

Sung Ah Yoong, with a bandage on his head, cautioned, said he was a ricksha coolie and a door-keeper. Witness told a long story how he and a mafoo happened to be together at the corner of Chapoo and Haining Roads. Anyway when they arrived there he saw accused across the road but he came over and struck the mafoo first and then catching him by the queue pulled him to the ground and kicked him in the side and on the head. He could not give any reason why the accused should kick him.

Tsung Ah Lee, cautioned, said he was a mafoo for a wealthy Chinese gentlemen. When the carriage returned he asked permission to go away to buy some provisions. He took the door-keeper along with him. When near the Haining road they were set upon by some black men, whom he took to be Japanese, with snow balls and assaulted. After the assault he missed his watch. Witness produced a Chinese bill to show that the watch cost $5.60. Witness said he was confused by the scrimmage. He could not say much about the assault as his eyes were full of snow. Witness identified accused as being in front. The remainder he could not say whether they were white or black men; he was certain of accused as he was on the opposite side of the road when witness first saw him. Accused also started the snowballing. The watch was in his inside pocket. His clothes were not torn but the silver ring attachment and guard of the chain were left. The people caught hold of him. There was over ten persons in all but accused was the leader.

J. Harris, a coloured man, sworn, said that he was along with some Japanese and others having a snow-ball fight. There were quite a number of Chinese in the fight. Presently he saw a Chinaman on the ground being kicked by three Japanese and that the Chinaman's head was bleeding. He called upon his friends to prevent the man from being killed. He did not strike the complainant and emphatically denied having stolen the watch. He could bring witnesses to prove what he said was true. Mr. Ward saw the whole affair and could give evidence.

His Honour asked if this Mr. Ward was an American citizen.

Accused said Ward held papers of American citizenship.

His Honour then remanded the case for three days to allow of Mr. Ward being subpoened.

Accused seemed excited when Ward came into Court but too late to give evidence.

The Court then rose.

U.S. CONSULAR COURT.

Shanghai 17th, February.

Before the Hon J. W. DAVIDSON, Acting Consul-General.

CASE DISMISSED.

John Harris, was brought up on remand, charged with assaulting Sung Ah Yoong and with stealing a watch, chain and charm valued at $11.20 the property of Tsung Ah Lee.

His Honour said that the Chinese complainants had been notified to be present in Court this morning, but had failed to appear. He would therefore dismiss the case as not having been proved.

His Honour addressing Harris—Have you any money?

Harris—No, but I am guaranteed at a boarding house for twelve months or until I can get a ship.

His Honour advised Harris to get one as quickly as possible and get away from Shanghai.

The Court then rose.

James W. Davidson
Vice Consul General of the U.S.A.
in charge, Acting Judicially

AMERICAN CONSULAR COURT.

Shanghai, 20th February.
Before the Honourable J. W. DAVIDSON, Vice ~~Acting~~ Consul-General.

CREATING A DISTURBANCE.

Thomas Reilly, 30, unemployed, was charged with creating a disturbance in the Hanbury Coffee House on the 18th inst. and refusing to leave when requested to do so.

Defendant pleaded not guilty.

Mr. Maclean, manager of the Hanbury Coffee House, sworn, stated that the accused had been a general nuisance about the house for several days, interfering with other people and demanding lodging without having the means to pay for same, also going into the house and taking un-occupied beds. On the 18th accused came to the house smothered in soot and intoxicated and turned into a clean bed with all his clothes on; he had no money and refused to leave when requested. A constable was called and turned him out, but he returned twice to the house and was finally given into custody.

Defendant stated that he stopped two nights at the Hanbury Coffee House prior to the 18th inst., when he had money and paid for his lodging. He was a stonemason by trade and had been working on the railway in the south. He hoped to get a job soon and mentioned several he had in prospect. He had been sleeping in a Chinese cookshop to keep warm and had no money and complained that he had been shifted out of his bed, No. 12, and put into one from which a man had been removed to the hospital suffering from small pox, since when he had suffered from pains in the lungs. He only had two drinks which he got on trust.

His Honour dismissed the accused with a caution, advising Mr. Maclean, if there was any more trouble, to make a charge of vagrancy.

James W. Davidson
H.B.M.'s Consul General of the U.S.A.
In Charge, Acting Judicially

No. 0

3rd ASST. SECRETARY.
MAR 22 1905

Consulate-General of the United States,

Shanghai, China, February 20th 1905.

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MAR 22 '05
DEPT. OF STATE.

Mr. James W. Davidson,

To the Department of State.

CONSULAR BUREAU.
NOTED AND PUBLISHED.

Subject:

Report of Death

Abstract of Contents.

Death of John Bollard.

CHIEF CLERK.
MAR 22 1905
Department of State.

INDEX BUREAU
MAR 25 1905
FILED

Death of John Bollard.

No. 0

Consulate-General of the United States,

Shanghai, China, February 20th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith a report in duplicate of the death of John Bollard, an American citizen.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.

Enclosure: report of death in duplicate.

Shanghai, China, February 20th, 1909.

Francis B. Loomis,

Acting Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose herewith a report in duplicate of the death of John Pollard, an American citizen.

I am, Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

Y.

Enclosure: report of death in duplicate.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU.
COPIED AND PUBLISHED.

Consular Service, U. S. A.

SHANGHAI, February 17th 1905

Name: John Bollard

Native or naturalized: Native

Date of death: February 13th 1905

Place of death: Aquarius Works, Shanghai

Cause of death: Erysipelas of Arm

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: Deceased left will which is now being probated in the Consular Court

Address of family: Not known

Family notified: No

Accompanied by relatives: Natural son

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 406 Vol VIII

Remarks: Left a natural son by a Chinese woman.

James W. Davidson

Vice Consul General of the United States.
in Charge

[SEAL.]

(Form No. 726.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

Shanghai, February 17th 1905.

John Pollard

Native

February 15th 1905

Aquarius Works, Shanghai

Erysipelas of Arm

Buried

None

Deceased left will which is now being probated in the Consular Court

Not known

To

Natural son

406 Vol VIII

Left a natural son by a Chinese woman.

Vice

In Charge

(Form No. 192.)

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Consular Service, U. S. A.

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Remarks: Left a natural son by a Chinese woman.

James W. Bancroft

Vice Consul General of the United States. in Charge

[SEAL.]

(Form No. 202)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

Conl
No. 644

3rd ASST. SECRETARY.
MAR 22 1905

Consulate-General of the United States,

SHANGHAI, CHINA, February 21st 1905. , 190 .

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Mr. James W. Davidson

To the Department of State.

Ans Mch 28/05
Sent June 7/05
Thank answer
calling attention to
last 4 para.

Subject:

Escape of Prisoner.

Abstract of Contents.

Reporting escape of Howard serving 18 months sentence, and describing present inadequate jail facilities, and recommending employment of Sikh night watchman.

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SHANGHAI, CHINA, February 21st 1908.

James W. Davidson

Escape of Prisoner.

Reporting escape of Howard serving 12 months
jail festivities, and recommending employment
of Sikh night watchman.

No. 644

Consulate-General of the United States,

SHANGHAI, CHINA, February 21st 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I regret to state that Joseph Howard, who was sentenced by this Consular Court on the 24th January, 1905, to 18 months imprisonment on the charge of burglary, broke jail on the late evening of the 10th or early morning of the 11th February, and has not yet been apprehended. There were two prisoners in the same cell. One man, Griffin by name, was suffering detention until a ship could be obtained for him. His departure was arranged for, and he was released on the evening of the 10th. We believe that he obtained in some way an impression of the key to the padlock on the cell door, and that he returned sometime during the early morning and released his cell mate. Owing to the stupidity of the Chinese night watchman, I was not informed regarding the escape until 10 o'clock in the morning. The Police were then notified, and a very careful search instituted. We are of the opinion, however, that he escaped by some of the numerous vessels which leave Shanghai in the early morning.

This calls attention to the fact that our jail facilities here are very inadequate. They consist merely of a row of small rooms in the second story of a building that was formerly used for servants' quarters.

and the ordinary door of these rooms has been replaced by a heavily barred door. The partitions are thin, and a prisoner obtaining a heavy implement of some kind would not have much difficulty in breaking through the wall. We have prisoners in our jail almost continuously and sometimes as many as five or six at a time. It would thus seem absolutely necessary that proper quarters be provided. If there is no hope that the government will construct a suitable consular building in Shanghai, including a jail, we could possibly arrange to tear down the present out-building, and reconstruct it of such strength as to provide us with a proper jail; and if the government does not feel prepared to approve of this, we could construct a corridor surrounding the prison cells, which would provide us with considerably more protection against the escape of prisoners than we possess at present. It would also appear desirable to employ a Sikh watchman in place of the present inefficient Chinese. A Sikh could be obtained from one of the men at present employed in the Police force for the equivalent of $15 U. S. Currency a month. I would recommend that we be permitted to employ this Sikh as soon as possible.

I have the honor to be,

Sir,

Your obedient servant,

E.M. VICE CONSUL GENERAL IN CHARGE.

CONSULATE MAR 22 1905 DEPARTMENT of STATE

3rd ASST. SECRETARY. MAR 22 1905

No. 645

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Consulate-General of the United States,

SHANGHAI, CHINA, February 21st 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Subject:

Mr. Goodnow's return.

Abstract of Contents.

Confirming telegram enquiring re Mr. Goodnow's return.

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SHANGHAI, CHINA. February 21st 1908.

James W. Davidson,

Mr. Goodnow's return.

Confirming telegram enquiring
re Mr. Goodnow's return.

No. 645

Consulate-General of the United States,

SHANGHAI, CHINA, February 21st 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram of the 20 inst. as follows: "Secstate, Washington. Goodnow. Is he returning as Consul-General?"

In explanation of the above, I would state that there were newspaper reports published in Shanghai to the effect that Mr. Goodnow had been exonerated and was returning to Shanghai to take charge for a brief period, after which he would be promoted to a position in Cuba. I was unable to ascertain whether there was any truth in this report. If it is true that Mr. Goodnow is returning as Consul-General, there are a good many matters of importance which I wish to hold over until his arrival; and in addition to this, there are some things which I think could be changed for the benefit of the service, but I would not feel like making these changes without Mr. Goodnow's approval were he again to resume charge. Under the circumstances I thought it advisable to cable the Department, and I trust that my action will not be disapproved.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

SHANGHAI, CHINA, February 21st 1908.

Francis B. Loomis,

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I have the honor to be,

Sir,

Your obedient servant,

VICE CONSUL-GENERAL in CHARGE

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No. 646.

Consulate-General of the United States,

SHANGHAI, CHINA, February 23rd 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Rec'd April 20/05

Subject:

American Relief Society.

Abstract of Contents.

Announcing the organisation of a Relief Society to provide for destitute Americans, and requesting permission to turn a portion of the Consular Court fines into the Society's fund.

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CHIEF CLERK,
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Department of State.

SHANGHAI, CHINA, February 22nd 1909.

James B. Davidson.

American Relief Society.

Announcing the organization of a Relief Society to provide for destitute Americans, and requesting permission to turn a portion of the Consular Court fines into the Society's fund.

No. 646.

Consulate-General of the United States,

SHANGHAI, February 23rd 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to call your attention to the enclosed newspaper report of a meeting held in the Consulate for the purpose of organising a Relief Society.

The number of destitute Americans in Shanghai of late has been large in number, and as many of them have made begging a profession, it seemed necessary that the American community take some steps to protect the foreigners here from imposition, and at the same time that deserving Americans who are destitute receive some help.

You will observe that I have underlined a reference made to the court fines. Mr. Goodnow in the past has frequently turned a portion of the fines over to charitable institutions, including the former relief fund. It is my desire, with the approval of the Department, to likewise turn occasional fines into the relief fund of thisnew Association.

The American community seemed to appreciate the necessity of having such an organization in Shanghai, and the response to the call for support was most encouraging. We are able to start the Society with a

fund

of about $1000-.

The control of the Society is in the hands of a committee of representative Americans, and much enthusiasm has been shown over the project.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davison

S.M. VICE CONSUL GENERAL IN CHARGE.

ENCLOSURE: 1.-Newspaper clippings in duplicate.

FORMATION OF AMERICAN RELIEF SOCIETY.

WELL ATTENDED MEETING AT AMERICAN CONSULATE.

In spite of the inclement weather, a very large and representative gathering of Americans in Shanghai assembled yesterday evening at the American Consulate General in response to the call of the Hon. J. W. Davidson, Vice Consul General, to come forward and assist in forming an American Relief Society for the praiseworthy purpose of assisting all worthy Americans in Shanghai in time of need.

Shortly after 5 o'clock the Hon. J. W. Davidson was unanimously elected to the chair, and in rising addressed the meeting as follows:—This public meeting of Americans is convened to consider the organisation of an American Relief Society and to read the accounts of a former Relief Fund which at one time existed.

The accounts on being read showed a balance in hand of $73.54, which would be turned over to the new society.

Continuing, Mr. Davidson said:—At present there are a large number of indigent Americans in Shanghai. Some cases were worthy of assistance many were not. It was well known that Americans and foreigners here were susceptible to pleadings for help from foreigners and for fear that the story of starvation and exposure may be true they give, when perhaps they feel that in all probability the alleged unfortunate one is a fraud. It is customary for so-called destitute foreigners to commence at the beginning of a certain street and visit every house and to continue their canvass until many streets have been covered and until sufficient funds have been obtained to provide the wherewithal for a long continued spree of elaborate dimensions. We wish to protect the public of Shanghai against this class, and we wish to help the truly deserving, the indigent American who finds himself or herself destitute through misfortune. If Americans would contribute to this Society an amount which they consider they can afford, they will enable us to carry out our aim, and they then can with easy conscience turn from their doors the American who asks for help, knowing that if the person is deserving he or she will be helped. It will then be impossible for a professional beggar to proceed through a street of houses telling the same tale and probably receiving help from each. Therefore, unlike most organisations, we have called you here to show you how to save money, and how funds may be distributed to do most good.

There formerly existed in Shanghai a Relief Fund which had been the means of relieving much suffering. This fund, however, was controlled in the consulate and there was I believe no association connected with it. The accounts, however, were turned over to others for auditing, but just exactly on what basis I do not know. There was a reason—and a very good one—for controlling this fund in the consulate. In order that it be effectively used it was necessary that the Consul-General be able to make expenditures from it with very little time or labour. It was thought that were it controlled by an Association it would then be too difficult to obtain approval for expenditure, and in that way it would be difficult to carry out the objects of such a fund. Owing, however, to the necessity of interesting as many of the American community as possible, in order that funds available may be larger, it would seem now desirable to organise a proper Relief Association, and to place the control of the funds in the hands of a Committee to be elected yearly by the members. In regard to this it would appear to me very necessary, if such an organisation is effected, to keep prominently in the foreground the need of establishing as simple a procedure as is consistent with success. I have therefore to put before the meeting a plan which I have discussed with several of my friends, and which will perhaps on the whole prove workable.

In order that our name may not conflict with that of the American Association, I would suggest that the society be called either the American Relief League or the American Relief Society. It would appear necessary to have a president and a vice-president and a treasurer who will also act as secretary. There should also be a committee of say six members and these six members could elect the officers mentioned from among the committee men, or the officers could be separate and distinct from the Committee. This will be discussed. It would be advisable to have the Consul-General and the president of the American Association as ex-officio members of this committee. One public meeting a year would be sufficient, when the accounts would be placed before the members, and officers elected for the ensuing year. I would suggest that the approval of any three committee men be made sufficient to sanction expenditures, and furthermore that these six committee men be selected from persons who are within reach of the telephone. If this is done the Consul-General could with very little effort and delay obtain promptly the approval of two committee men, which with the Consul-

(2)

General's approval as one of the ex-officio members would be sufficient to sanction the expenditure. The details of the procedure to be adopted in drawing money could be passed upon by the committee, but I would be glad of an expression on the part of this meeting in favour of having the procedure as simple as is consistent with good management. In regard to funds I would suggest that there be two forms of subscription, and that each of us present here induce our American friends not present this afternoon to become members. We would each individual American give a yearly subscription of $1 to $5 or more, and a contribution of some $10 or more a year from most of the American firms. From some of the larger American firms we would be thankful for $100, or whatever they chose to give. From the Consulate we will be able, as in the past, to turn in probably some $30 or more a month from fines, providing the Department of State does not disapprove. I believe that the small expenditures that are called for will really be a saving of money to many of the contributors, and there will be the personal satisfaction of knowing that destitute Americans who are worthy are receiving some help. It is my idea that we shall make no cash gifts to able-bodied men and to the beachcomber class, but if same become troublesome that we will be authorised to spend a small amount to get them out of town. The idea is that any Americans or foreigners that are approached for help shall inform the inquiring one that he or she shall go to the Consulate where their claims for help will be investigated.

The usual plea of these Americans is that they are suffering from hunger and in want of a place in which to sleep. With this story they collect dollar after dollar and many of them find their business so profitable that they are loath to leave it. If they come to the consulate and would appear to be Americans and are sober, we will take note of their applications and provide them with a ticket entitling them to one meal and a bed at some cheap hotel. If they prove troublesome and persistent beggars we will endeavour to get them out of town. This much we will do for the beachcomber class who appear to be worthy. So far as further expenditures are concerned I would suggest that they be confined to helping destitute Americans; men, women and children who are taken ill and in urgent need of medical attendance; also to assist such other cases as the committee may recommend.

We believe, in fact we know, that the average foreign vagrant does not want from the person who he approaches food or bed. This is merely his story which he has learned is most effective in results. Our tickets will bear on their face the date of issue and will not be honoured if not presented for the meal or lodging mentioned. Consequently if our unfortunate's plea is a dishonest one he will probably not use the tickets given him, and as we pay only for those used, the expense to the society will not be large.

In regard to the management of the Society there was considerable discussion, the chief point in debate being whether Mr. Davidson should be appointed President of the Society by name, as a tribute to his services in re-organising the fund, or whether the Consul-General for the time being should be named as president. Mr. Davidson suggested that in a smuch as he would remain, at the most, only a few months in Shanghai that the Consul-General might be named without any reference to the person holding that office. This was objected to by many, and a lively attempt was made to have Mr. Davidson's name appear as president. Of half a dozen suggestions, the one finally accepted was a motion by Dr. Ferguson, that the Society should have a committee of six members, including the Consul-General for the time being, who should be ex-officio President, the President of the American Association, who should be ex-officio Vice-President, and four others, the Committee to appoint its own Secretary and Treasurer.

There were many nominations for election to the Committee, but by withdrawals, for various stated reasons, the number was reduced to the four required as follows:—Mr. H. B Morse, Dr. J. R. Hykes, Mr. H. de Gray, and Dr. A P. Parker.

After considerable discussion the following resolutions were carried unanimously after being proposed and seconded by various people present:—

1.—That a society be formed to be called the American Relief Society.

2.—That the committee shall consist of six persons and that the Consul-General be an ex-officio Member and President, and that the President of the American Association be an ex-officio member and Vice-President both of the Committee and Society; also that the Committee be empowered to elect their own Secretary and Treasurer from among themselves.

The committee elected was as follows:—Hon. J. W. Davidson, President; J N. Jameson. Vice-President; H. B. Morse, Dr. Hykes, H. de Gray and Rev. Dr. A. P. Parker.

Subscriptions were called for and slips of paper passed among those present with the very gratifying result that several hundred dollars was at once contributed, and several hundred more promised.

A hearty vote of thanks was passed to the Chairman, Hon. J. W. Davidson and the meeting terminated.

FORMATION OF AMERICAN RELIEF SOCIETY.

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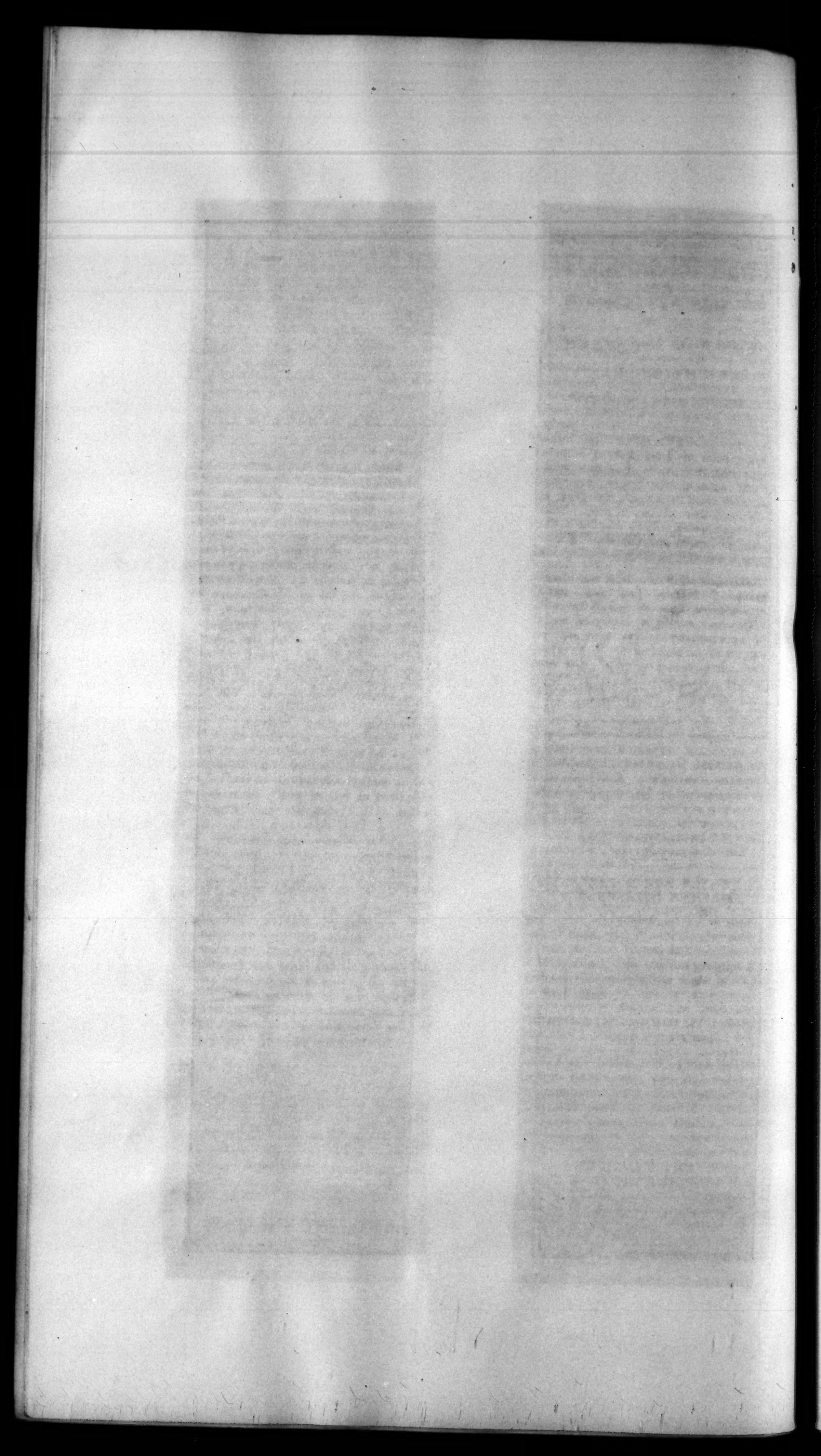

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2.—That the committee shall consist of six persons and that the Consul-General be an ex-officio Member and President, and that the President of the American Association be an ex-officio member and Vice-President both of the Committee and Society; also that the Committee be empowered to elect their own Secretary and Treasurer from among themselves.

The committee elected was as follows:—Hon. J. W. Davidson, President; J N. Jameson. Vice-President; H. B. Morse, Dr. Hykes, H. de Gray and Rev. Dr. A. P. Parker.

Subscriptions were called for and slips of paper passed among those present with the very gratifying result that [illegible] hundred dollars was at once contributed, and several hundred more promised.

A hearty vote of thanks was passed to the Chairman, Hon. J. W. Davidson and the meeting terminated.

M E M O R A N D U M.

Mr. Davidson proposes to turn over to the Shanghai relief association for the relief of destitute Americans, a portion of the fines collected in the Consular Court. He states that the former Consul General at Shanghai, Mr. Goodnow, frequently turned fines which he collected as Judge of the Consular Court, over to charitable institutions, and asks the approval of the Department of his proposal to contribute from the fines to the relief Association.

The fines collected by the Consular officer at Shanghai may be considered as collected in two courts - one the American Consular Court and the other the so-called Mixed Court of the International and French Settlement, this latter being in reality a municipal court for the enforcement of the municipal regulations of the foreign settlement.

(1) The fines collected in the Mixed Court could not be appropriated to the relief of Americans as the Municipal Regulations provide that all fees, fines and licenses imposed by the regulations and by laws shall be carried to the credit of the municipal authorities for the purpose of paying the expenses of the settlement government. In addition this is a court in which all governments represented in the foreign settlement are interested and therefore each government would have more or less interest in the disposition to be made of fines and would probably object if they were used exclusively for the benefit of Americans.

(2) As to the fines imposed and collected in the American Consular Court, the statutes of the United States do not make any provision for their final disposition. R. S. 4120 provides that as far as necessary, the <u>fees</u> collected by the

consular courts shall be applied to defraying the expenses of the courts and that regular accounts shall be made to the Secretary of State. This would seem to indicate that the excess of fees after paying expenses should be turned into the Treasury under the general rule that all moneys received from whatever source on account of the United States shall be so disposed of.

In a letter dated May 14, 1900, the Comptroller of the Treasury refers to paragraph 649 of the Consular Regulations providing that quarterly returns shall be made of consular court cases showing "the disposition of the fines and fees" and states that from this paragraph and the fact that a form of return (No. 137) of both fines and fees is prescribed, it is evident that while fines are not named in section 4120 of the Revised Statutes, no distinction appears to have been made between them as far as the question of their being official or unofficial is concerned.

The Comptroller states further that "while the law is not explicit as to the disposition of the fines in consular courts, the general laws governing the disposition of public moneys and the long continued practice of the Department of State make both fees and fines official and require them to be accounted for as any other official fee . x x x x x I am therefore of the opinion and so decide that fines collected by consular courts should be disposed of and accounted for in the same way as official consular fees."

In pursuance of this decision of the Comptroller, the President on July 13, 1900, issued the following Executive Order:

"Consular Court fees, and fines imposed and collected by consular courts, are hereby declared to be official. They are to be used to defray the expenses of the consular courts, and detailed accounts of receipts and expenditures are to be ren-

dered to the Secretary of State on the 30th of June of each year. Any surplus remaining at the end of the year, after the expenses of the court have been paid, is to be turned into the Treasury. x x x x"

From the above it is not seen how the Department can authorize or approve of the Vice Consul General's plan to turn a portion of the fines over to the relief association. If former Consuls General at Shanghai made such disposition of the fines they collected they were, to say the least, exceeding their authority and probably making themselves liable for the misappropriation.

I suggest that Mr. Davidson be informed that while the Department is in entire sympathy with the humane efforts of Americans resident in Shanghai in behalf of their destitute fellow citizens, it cannot lawfully permit him to make the disposition of the court fines which he suggests.

11.9.16.

CONSULAR BUREAU
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3rd ASST. SECRETARY.
APR 4 1905

No. 647.

Consulate-General of the United States,

SHANGHAI, CHINA, February 23rd 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

I Interior with orig enc
Apr 5/05

Subject:

Pension for Geo. Hoffman.

Abstract of Contents.

Enclosing certificate regarding Dr. Ransom, examiner of above applicant.

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CHIEF CLERK,
APR 4- 1905
Department of State.

SHANGHAI, CHINA, February 23rd 1909.

James W. Davidson,

Pension for Geo. Hoffman.

Enclosing certificate regarding Dr.
Hanson, examiner of above applicant.

No. 647.

Consulate-General of the United States,

SHANGHAI, CHINA, February 23rd 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to acknowledge receipt of the Department's despatch No. 424 under date of January 21st, in which I am informed that the certificate of the medical examination of George Hoffman, which was conducted by Dr. Ransom, was unaccompanied by a certificate of this office as to whether Dr. Ransom was a person designated to conduct this examination. I now enclose the necessary certificate which is to be transmitted to the Department of the Interior.

I have the honor to be,

Sir,

Your obedient servant,

James W. Ransom

S.M. VICE CONSUL GENERAL IN CHARGE.

Shanghai

TELEGRAM RECEIVED IN CIPHER.

From February 27,1905.

Secstate,

Washington.

From Occully*, Vladivostock, for Navy Department, [Dpher

Weylc VVAUS LVAHR RPAET HZHEB LZKWR. RGGQQ.]

Davidson.

all attaches required to leave Vladivostok.

*(McCully?)

Deciphered by the Chief Clerk's Office,

INDEX BUREAU RECD APR 3 1905 DEPT OF STATE

3rd ASST. SECRETARY. APR 4 1905

No. 648

Consulate-General of the United States,

SHANGHAI, CHINA, February 28th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

ans by form 2nd apr 11/05 ccn

Subject:

American Consulate-General at Shanghai.

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Abstract of Contents.

Reporting the estimated compensation of the American Consulate-General at Shanghai.

CHIEF CLERK, APR 4- 1905 Department of State.

Report of the estimated compensation of the
American Consulate-General at Shanghai.

No. 648

Consulate-General of the United States,

SHANGHAI, CHINA, February 28th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm the following telegraphic correspondence: from the Department of State, Washington, D. C., February 28th 1905. t.

"Davidson, American Consulate,

Shanghai.

"What is your estimate total annual compensation Consulate-General United States at Shanghai-

Pierce."

American Consulate-General, Shanghai, February 28th, 1905, to

"Secstate, Washington.

"Over 7000 as follows: salary 5000, notarial fees minimum 1500, court 200, miscellaneous including arbitrations executing documents 600 -

Davidson."

I did not send my reply in cipher as I found that there would be a saving , owing to the numerous numbers given, of 5 words if sent as a plain word telegram.

My estimate as to the above is based on the fact that my notarial fees for the month of January amounted to nearly G$200-. During this month, however, there were

were numerous land transfers, which is customary at the beginning of the year; and there were many non-contraband visés which will disappear at the conclusion of the present war. Taking the normal business of the Consulate and excluding non-contraband visés, I put the notarial fees at between G$125- and G$150 a month.

The Consul's share of the court fees does not exceed $15- a month. The miscellaneous unofficial services vary and depend upon arbitration cases. The Consul is often asked to arbitrate in some civil dispute, and as attorneys' fees in the East are generally high, the fee in such cases is usually a large amount. I have known Mr. Goodnow to receive G$140- in settling a dispute between an attorney and his client, the matter being disposed of in parhaps five minutes. I myself received a fee of G$50- for the settlement of a commercial dispute in which there were four sittings. There is also perhaps once a week the application to draw up some document with probably a minimum charge, if the service is rendered by the Consul-General, of G$10-. I have placed the income from these services at G$50- a month, which can be considered as the very minimum charge.

The above gives a total of $2300 Gold, and as the amount of consular work is continually increasing, this amount may be considered as a very moderate estim ate for the future. I would not be surprised if it reached $3000- or $4000, and I am sure that Mr. Goodnow made considerably more than this sum, but doubtless he rendered many services which the future incumbent would probably refuse.

Of

Of course, it must be taken into consideration that the cost of maintaining the Consulate-General here as it should be maintained is far in excess of similar expenditures in other cities, with the exception of the Consulates in the various Capitols of Europe.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

course, it must be taken into consideration that the cost of maintaining the Consulate-General here as it should be maintained is far in excess of similar expenditures in other cities, with the exception of the consulates in the various Capitals of Europe.

I have the honor to be,

Sir,

Your obedient servant,

[illegible] CONSUL GENERAL IN CHARGE.

APR 3 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. APR 4 1905

No. #

Consulate-General of the United States,

SHANGHAI? CHINA? March 1st , 190 5.

APR 4 1905 DEPARTMENT OF STATE

Mr. James W. Davidson,

To the Department of State.

Subject:

Court cases.

Ans by form Apr 6/05

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Transmitting reports of the Consular Court cases U. S. v. Leopold Rosthorn and U. S. v. E. Rundon.

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SHANGHAI CHINA March 1st 1920

James W. Davidson.

Court cases.

Transmitting cases U. S. v. Leopold
Rostborn and U. S. v. R. Mundon.

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, March 1st , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inclose herewith reports in duplicate of the case of United States v. Leopold Rosthorn and United States v. E. Rundon.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

SHANGHAI, CHINA, March 1st, 1909.

Francis R. Loomis,

Assistant Attorney General,

Washington, D.C.

Sir:

I have the honor to inclose herewith reports in duplicate of the case of United States v. Leopold Rosthorn and United States v. R. Mundon.

I am, Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

Y.W.

AMERICAN CONSULAR COURT.

Shanghai, 21st February.

Before the Honourable J. W. DAVIDSON, ~~Acting~~ Consul General, Acting Judicially, and Messrs. C. W. DOUGLASS and J. E. GIBSON, Assessors.

THE UNITED STATES V. LEOPOLD ROSTHORN.

The Assessors being duly sworn, the prisoner was charged with obtaining money and goods from the complainants, Liebe, Wulff and Co. of Shanghai, also that he did forge the name of one Geo. A. Derby, U. S. Marshal.

The following is the affidavit of the complainant: —

"C. Liebe being first duly sworn, on oath says that he is a German subject, and complains that Leopold Rosthorn, a citizen of the United States, and within the jurisdiction of this Court at Shanghai, on the 28th day of December, 1904, did unlawfully and knowingly falsely pretend that he, the said Leopold Rosthorn, was engaged by the firm of Nichanoff, Petschanoff and Company of Hankow, China, and that by reason of said false statements he did obtain certain money and goods of him, to wit, the sum of one hundred dollars Mexican, and money to the amount of one hundred and twenty-eight dollars Mexican, and that in payment thereof he tendered to the affiant a draft upon the said firm of Nichanoff, Petschanoff and Company, when in truth and in fact he was not employed by said firm and that said firm refuses to pay or honor said draft."

Prisoner pleaded guilty to the first charge and not guilty to forgery.

C. Liebe, sworn, testified that the accused had been in the employ of the firm of Liebe, Wulff & Co., from October or November last up to the 28th of December when prisoner informed him he had seen the manager of Nichanoff, Petschanoff and Co. of Hankow, who had offered him a position at a salary of $150 per month with free board and lodging; he then asked to be released as he had made a three years' agreement with the firm; at the same time he asked for sufficient money to go to Hankow which he would return immediately on arriving as he had been guaranteed all expenses. Complainant, having a great respect for accused, advanced the money and expressed his pleasure at him having secured so good a position. Shortly after his departure, he received large orders from prisoner for goods, clothes, boots, etc., to sell privately as he had plenty of time on his hands. Complainant thought this was rather peculiar and cabled to Nichanoff, Petschanoff and Company who replied that Rosthorn was not in their employ and had since confirmed the information contained in the cable, by letters. He had no written statement from prisoner as to his engagement in Hankow prior to his leaving Shanghai, but had since received letters from him on the subject. When first engaged Rosthorn made no statement about his nationality, but complainant took him for a Russian, prisoner afterwards volunteered the information that he was an American. Complainant had never known prisoner by any other name than Rosthorn.

At this point, Mr. Bradley, who had been called as a witness, asked the Court's leave to retire as he really knew nothing of the case. Leave was granted.

Mr. Wulff called, said he could only repeat Mr. Liebe's words. He identified and translated an acknowledgment from Rosthorn to Liebe, Wulff and Co. for $100.

Leopold Rosthorn, sworn, acknowledged the truth of the two previous witnesses' statements.

His Honour now placed before accused the forged certificate, which is as follows: —

GREAT ELECTRIC FACTORY, IN LONDON — DOBLICAT

Sept.: 6th 1897, CERTIFICATE

Presenter this, Amerikan subject L. Rosthorn, is issued that he have attend in our firm of Great Electric Factori, in London, in property an agent of firm, of eighteen months—of hes service, accomplish laying on hem obligations conscientious accuratly what to ascerted of the subscribtion:—

MANAGER—N. N.

BOOKKEEPER - N. N.

January, 26th 1905.

GEO. A. DERBY,
U. S. Marshal.
U. S. Consulate General.

This is a typewritten document, only the signature being in longhand. The prisoner denied ever having seen the document but acknowledged the Consular certificate produced to be his property.

G. A. Derby, sworn, said that the signature on the certificate was most certainly not his, although a very good imitation. He had never seen the document before last Saturday when he was shown it at the Consulate. The signature on the Consular Registration was undoubtedly his, and comparing the two they seemed to be exact duplicates and the one must have been traced from the other. He remembered the accused coming in to register, stating he was born in Philadelphia, Pensylvania.

Prisoner again called, denied all knowledge of the forged certificate.

Mr. Englebracht, U. S. Marshal, proved finding the document in a pocket book on accused's person when arrested.

Prisoner stated that he was born in Philadelphia, his father was an American citizen but he did not know whether his father was born there, he did not know where his father was born, his mother was born in France, he was three years old when his father went to Russia, his father travelled in Russia on an American passport, passport

produced belonged to his brother-in-law, he did not know how it came into his possession, he always represented himself to be an American citizen. He had always kept his Consular Registration certificate on his person, except once when he lent it to a friend, he did not know what the friend wanted it for, but it was returned to him after 3 or 4 days by post, his friend had since left for Odessa.

The prisoner here failed to understand the questions and Mr. Liebe volunteered to interpret.

The Consular Registration was returned a few days before he went to Hankow but he knew nothing about the forged certificate, he could not say how it got into his pocket book, the pocket book was his property and bought in Hankow.

His Honour intimated that there were other charges against accused, the Astor House Company of Hankow had written stating that accused had run up a bill of $380, leaving two trunks as security, which on examination proved to contain little of any value.

Messrs. Haimovitch also gave notice they had a charge to make similar to the one made by Messrs. Liebe, Wulff and Co.

The Court at this stage adjourned till Thursday the 23rd instant at 10 a.m.

AMERICAN CONSULAR COURT.

Shanghai, 23rd February.

Before the Honourable J. W. DAVIDSON, Acting Consul-General, Acting Judicially, and Messrs. C. W. DOUGLASS and J. E. GIBSON, Assessors.

THE UNITED STATES V. LEOPOLD ROSTHORN.

The above case remanded from the 21st inst. was brought before the Court this morning.

His Honour stated that the case brought forward at the last hearing by Messrs. Haimovitch had not been further proceeded with and would consequently be dropped. The Astor House Company of Hankow had likewise failed to instruct a representative in Shanghai to place the charge against the accused in a proper form before the Court, and it would in like manner not be considered. Judgment in the charge of obtaining goods and money from Messrs. Liebe, Wulff & Co. by false pretences and that of forgery, would be delivered on Monday, the 27th inst. at 10 a.m.

The Court then adjourned.

Shanghai, 27th February.

Before the Honourable J. W. DAVIDSON, Acting Consul-General Acting Judicially, and Messrs. C. W. DOUGLASS and J. E. GIBSON, Assessors.

THE UNITED STATES V. LEOPOLD ROSTHORN.

The Court gave judgment in the above case remanded from the 23rd instant, as follows:—

The defendant, Leopold Rosthorn, is charged by C. Liebe of the firm of Liebe, Wulff & Co., of Shanghai, of obtaining money and goods under false pretences. A warrant was issued on this charge and his arrest effected, and among his effects was found sufficient evidence to justify a charge of forgery. The defendant was employed by the firm aforesaid for some months, and during that time had incurred an indebtedness of about one hundred dollars. On or about December 28th, the defendant approached his employers and declared that he had obtained a good position with the firm of Nolchaoff, Petschanoff & Co. at Hankow, China, which he desired to accept. He declared, however, that he was without sufficient funds to make the journey, and desired a loan of about one hundred dollars, and that this amount as well as that of the indebtedness above mentioned he would repay within two months. Believing his statements as to his new position to be true, the firm of Liebe, Wulff & Co. advanced him the necessary money and received a draft at sixty day's sight, on the firm of Nolchaoff, Petschanoff & Co., signed by the defendant. A few days after the departure of the defendant, the firm of Liebe, Wulff & Co. became suspicious and telegraphed to the firm of Nolchaoff, Petschanoff & Co. an enquiry as to whether or not Rosthorn was in their employ. An answer was received that he was not. Upon receipt of this telegram the plaintiff Liebe referred the matter to this Consulate-General. Correspondence followed with the American Consul-General at Hankow, who then instituted enquiries, whereupon the defendant fled from that city to Shanghai. Upon the stand, Rosthorn admits the facts as outlined above, and pleads guilty to this charge of obtaining money under false pretences.

The charge of forgery was preferred against the defendant by this court, and is based upon finding on his person a certificate purporting that he Rosthorn was an agent of the "Great Electric Factory of London," and bearing the signature of Geo. A. Derby, U.S. Marshal, U.S. Consulate-General, in such a form as to convey the idea that this document had been certified to before and officer of this Consulate-General. Upon the stand, Geo. A. Derby testified that he had, on the sixth of September, 1904, issued a certificate to Rosthorn showing that the latter was registered at this Consulate-General, but that he, Derby, had never signed, in fact, had never seen the certificate alleged to be that of the "Great Electric Factory of London," and that the signature on this last mentioned document was a forgery. Upon examination of the forged signature it wasfound that it had been obtained by tracing the signature from the registration certificate which was still in the defendant's possession at the time of his arrest. Upon the stand, the defendant claimed that he had never before seen or heard of the forged document, and had nothing to offer in explanation of its presence among the papers found in his pocket.

Forgery may be described as the false or fraudulent making of an instrument or of any writing which purports on the face of it to be good and valid for the purposes for which it was created, with the design or intent to defraud. As to the intent to defraud, it is not necessary to prove an intent to defraud any particular person; it will suffice to prove generally an intent to defraud, and it is not necessary that any person should be actually defrauded. The unexplained possession of the forged document bearing the defendant's name, of use to the defendant alone, and traced from a true signature in the defendant's possession, in sufficient evidence to convince the court of the defendant's intent to defraud, and the possession of the forged document under the conditions outlined above, point clearly, in the opinion of the court to the defentant as the forger.

The defendant, Rosthorn, is found guilty of forgery and of obtaining money under false pretences, and is sentenced on the first charge to six months imprisonment, and on the second to two mouths imprisonment, the beginng of the second term to commence at the termination of the first.

The Court then adjourned.

James W. Bamford
Vice Consul General of the U.S.A.
Acting Judicially

AMERICAN CONSULAR COURT.

Shanghai, 24th February.
Before the Honourable J. W. Davidson, Acting Consul-General.

THE UNITED STATES V. E. RUNDON.

E. Rundon was charged with assaulting one H. Goodliff with intent to inflict grievous bodily harm.

Accused pleaded not guilty.

H. Goodliff, sworn, said that he was chief mate on the American sailing vessel Atlas and that on Sunday night last he was called to the Captain's cabin to eject the accused who was supposed to be performing the duties of watchman, and was instructed by the captain to appoint another man in defendant's place, as he was not fit for duty. He ordered defendant below and went to his cabin but had to turn out three times to stop rows caused by the prisoner. The third time he had seen the prisoner forward and was returning to his cabin, happening to turn round he saw prisoner in the act of aiming a blow at his back, he faced the prisoner and received a stab from a clasp knife in the chest, he then half walked, half slipped down the companion way to his cabin. This occurred between 8 and 9. p.m., it was dark and there were no lights in the near vicinity, but it was sufficiently bright to distinguish the prisoner. He had had no trouble with the prisoner except drunkenness, of which there had been a lot on board since the ship came into port. The captain had given him instructions to try and find out where the men got their liquor from. He turned in after the assault, but was out in the morning to attend to his duties, but when the doctor came on board on Monday, witness was sent to hospital. He was not yet discharged from hospital) was only allowed out to attend the Court and not capable of doing all his duties. Dr. Ransome was attending him.

E. Rundon, sworn, said he was boatswain on the same ship as the last witness. He was a Norwegian by birth, he had frequently been knocked about by the chief mate who used to be second mate. He stated that the whole ship's crew would testify that he did not run after the complainant and assault him. After the assault the captain had him searched for a knife but none was found, he had never stabbed anyone and would not think of doing such a thing. He thought perhaps the mate had been on shore and run foul of a Chinaman and accused Goodliff of being drunk on the occasion.

J. Ambermann, sworn, stated he was captain of the ship Atlas. The prisoner had borne a good character up to the time of the ship's arriving in port, but had been more or less drunk since. As far as he knew the mate was quite sober on the night in question. He had to have the prisoner flung out of his own cabin about two hours previous to the assault when he had a complaint from the steward of the Comet, who used to be cook on the Atlas, that the accused had assaulted him. He made no special search for a weapon. He instructed the mate to replace the accused with another watchman and see that he went below. Prisoner had been seven months on the ship, and had some $80 pay due him. The Atlas was expected to leave Shanghai next week. Accused was not as a rule quarrelsome but did a lot of growling.

At this point his Honour decided, as the case seemed of rather a serious character, that he would remand it till Monday the 27th inst., at 10.30 a.m. when he would sit with associates.

Shanghai, 27th February.
Before the Honourable J. W. Davidson, Acting Consul-General, and John Green and R. P. Wilson, Assessors.

THE UNITED STATES V. E. RUNDON.

The above case came up on an adjourned hearing at 10.30 a.m. this morning.

His Honour read the charge as follows:—

J. C. Amberman being first duly sworn on oath says that on the 20th day of February 1905, on board the American sailing ship Atlas, in the Whangpoo river at Shanghai, one E. Rundon did make an assault with intent to do great bodily harm upon the person of Goodliff.

H. Goodleff, sworn, stated that the accused had given trouble on the night of the 20th., and that the Captain sent for witness and gave him orders to take the prisoner forward, he did so but accused turned out three times afterwards and on the third occasion he had seen him into his bunk and was returning to his own cabin, when, hearing a step behind him he saw the accused's arm raised with a clasp knife in the hand in the action of striking and he received a stab in the chest. There was sufficient light to make it sure in his mind that it was the accused who assaulted him. Witness joined the Atlas in Shanghai and had not been to sea on the ship and consequently did not know what character the accused bore when at sea. The assault occurred betweeen 8 and 9 p.m. He jonied the ship on February 1st, the accused had never been on shore and he had no idea where he got the liquor from. He was very drunk on the might in question, in fact, quite crazy.

J. C. Ambermann, sworn; said he did not see the assault, was only told about it. The witness joined the ship in New York on June 1st 1904, the accused joined at the same port on July 15th and had never given any trouble previously. He reiterated his statement made at the last hearing and gave the accused a very good character when at sea. On the night of the assault accused was crazed with drink, he did not know

10 10

where it was procured. If was easy enough to keep the bumboats away from the ship in the day time but they managed to get on board at night. He kept a night watchman on the Gangway on purpose to keep these bumboat men off the ship, prisoner was the watchman on the night in question. Witness had no objection to taking the accused away as a member of his crew. There was about seveny dollars gold due Rundon as pay, he had drawn $41 Mex. since the ship arrived in port.

H. Goodliff being questioned said he did not press for a severe sentence as he thought accused was not in his right mind at the time he committed the assault. Witness had no objection to Rundon coming back to the ship.

E. Rundon, sworn repeated his statement given at the previous hearing, he did not stab Goodliff. He did not think he was drunk on the night of the 20th but had taken "a glass or or two," he procured it from a curio dealer, whom he let on board, he was acting as a watchman on the night in question, his special duty being to keep such people off the ship. Witness stated that the Captain, on the night of the assault knocked him down in the scuppers and that he still had the mark of the fall on his person. The mate, Goodliff had been drunk ever since he joined the ship and one day he was absolutely speech less and had to be put to bed.

J. C. Ambermann recalled said he saw Goodliff after the assault and helped to bandage up the wound, he was perfectly sober then and also two hours previously when he had occasion to see him. He had never seen complainant under the influence of liquor and had never seen him illtreat the crew. Witness rocounted that on a previous occasion he woke up at two o'clock in the morning and saw the prisoner standing over his bed, at which time he said "Captain, I dont want to murder anyone, but I want a drink." Witness told him to "quit" and he went. Witness always kept a loaded revolver under his pillow.

At this point the Court took a recess to consider it's verdict.

Returning after twenty minutes his Honour gave the following judgment:—

The accused is charged by J. C. Ambermann, Master of the sailing ship Altas, now in the Whangpoo river at Shanghai, with an assault with the intent to do great bodily harm upon the person of H. Goodliff, mate. The evidence given in this case shows that the defendant was on the evening of the tenth of February, intoxicated with spirit, which he had obtained from Chinese bumboat men, and while in this condition became mutinous and refused to obey the orders of the captain or mate. He was repeatedly ordered below and on one occasion forcibly placed there by the mate Goodliff. Later in the evening the mate while walking on the deck heard the sound of a step behind him, and turning found the accused armed with a knife, with which he struck at the mate inflicting three slight cuts on the side and breast. From the evidence of Captain Ambermann, the ship's master, and the mate who was assaulted, the accused was crazed with the poisonous Hongkew spirit, and in view of the fact that neither the master nor the mate who was assaulted desires, that the accused he severely punished, and furthermore as the accused bears a good character for conduct while at sea, and both the officers desire to have the services of the accused on the return journey of the ship, the court is not inclined to deal severely with the accused and inflicts a fine of $120 mexican and costs and detention in the Consular jail until the departure of the ship, provided that this detention does not exceed a period of three months.

JAMES W. DAVIDSON,
Vice Consul-General
of the U.S.A. in ~~China~~ Charge
Acting Judicially.

Assented to
JNO. GREEN,
R. P. WILSON.

James W. Davidson
Vice Consul General of the
U.S.A. in Charge
Acting Judicially

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CONSULAR BUREAU APR 4 1905 DEPARTMENT of STATE

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CONSULAR BUREAU. NOTED.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, March 1st, 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Death Report.

Abstract of Contents.

Reporting the death of Josephine Cornfort, a child of 6 months old.

INDEX BUREAU APR 11 1905 FILED

CHIEF CLERK, APR 4 - 1905 Department of State.

Death Report.

Reporting the death of Josephine Comfort,
a child of 6 months old.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, March 1st , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to herewith enclose report in duplicate of the death of Josephine Cornfort.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

(FORM NO. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED

Consular Service, U. S. A.,

March 1st 190 5

Name: Josephine Cornfort

Native or naturalized: Native

Date of death: February 26th,1905

Place of death: Shanghai

Cause of death: Small pox

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects:

Address of family: 64 North Szcheun Road, Shanghai

Family notified:

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 410

Remarks: Age 6 months

[SEAL.]

James W Davison

vice Consul General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Shanghai, China

Report of the Death of an American Citizen.

Enclosure No. 1 *in despatch*

No. 11.

March 1st, 1905.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.,

March 1st 190 5

CONSULAR BUREAU RECEIVED

Name: Josephine Cornfort

Native or naturalized: Native

Date of death: February 26th,1905

Place of death: Shanghai

Cause of death: Small pox

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects:

Address of family: 64 North Szcheun Road, Shanghai

Family notified:

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 410

Remarks: Age 6 months

[SEAL.]

James W Davidson

Vice Consul General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Shanghai, China

Report of the Death of an American Citizen.

Enclosure No. 1 *in despatch*

No. 45.

March 1st, 1905.

INDEX BUREAU
RECD
MAR 2 1905
DEP'T OF STATE

TELEGRAM RECEIVED.

ASSISTANT SECRETARY.
MAR 2 1905

B.WG.KQ. 7 U.S.G. via Pac. *From* Shanghai,

(Received 7 a.m., March 2, 1905.)

STATE,
Washington.

Is Barchet's leave granted.Davidson.

Asst. Sec'y granted March 2'05

Confirmed March 10'05

DEPARTMENT OF STATE
MAR 2 9 37 AM 1905
CHIEF CLERK'S OFFICE

(No record of leave granted. in Index Bureau.)

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MAR 11 1905
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DIVISION OF DISPATCH
RECD. IN
APR 3 1905
DEPT. OF STATE

CONSULAR BUREAU
APR
4
1905
DEPARTMENT of STATE

3rd ASST. SECRETARY.
APR 4 1905

No. 649.

Shanghai.

BUREAU OF APPOINTMENTS
APR 8 1905
Department of State.

Consulate-General of the United States,

SHANGHAI, CHINA, March 2nd , 190 5.

Hon. James W. Davidson,

To the Department of State.

Commission sent May 4/06.

Subject:

Marshal.

Abstract of Contents.

Regarding Marshal's Bond and transmitting his oath ofoffice and signature card.

INDEX BUREAU
MAY 5 1906
FILED

CHIEF CLERK,
APR 4- 1905
Department of State.

MEMORIAL, CHINA, Baron Zed

James W. Davidson,

Imperial.

Regarding Mr. Davidson's long and prominent
big oats crossing and wheat ing card.

No. 649.

Consulate-General of the United States,

SHANGHAI, CHINA, March 2nd 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith the formal application of Charles A. Engelbracht for the office of Marshal of the Consular Court at Shanghai, with oath of office and card for the use of the accounting officers of the Treasury. He has made application to the United States Fidelty and Guaranty Company through its special agent at Washington for an official bond.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davis

VICE CONSUL GENERAL IN CHARGE.

ENCLOSURES: Oath of Office.

Formal application.

Signature card.

S.M.

ASSISTANT SECRETARY,
MAR 3 1905

TELEGRAM RECEIVED IN CIPHER.

From SHANGHAI,

Received March 3, 1905,

5:08 a. m.

Secretary of State,

Washington.

Mexican Consul requests us to act during his absence. Telegraph instructions.

DAVIDSON.

Acted March 3'05

Confirmed March 7'05

INDEX BUREAU
MAR 11 1905
FILED.

Ciphered by the Chief Clerk's Office, March 3, 1905. 9:30

INDEX BUREAU
RECD.
APR 3 '05
DEPT OF STATE

3rd ASST. SECRETARY.
APR 4 1905

No. 650

Consulate-General of the United States,

SHANGHAI, CHINA, March 8th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

File

Subject:

Mexican Consulate at Shanghai.

Abstract of Contents.

Confirming telegrams relative to request by Mexican Consul that this office act for him temporarily.

INDEX BUREAU
APR 14 1905
FILED

CHIEF CLERK,
APR 4- 1905
Department of State.

SHANGHAI, CHINA, March 8th 1905.

James W. Davidson,

Mexican Consulate at Shanghai.

Confirming telegrams relative to request by Mexican Consul that this office act for him temporarily.

No. 650

Consulate-General of the United States,

SHANGHAI, CHINA, March 8th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that on the 3rd March I received a communication from the Mexican Consul, enquiring if I would take charge of Mexican interests during his absence of leave. He seemed especially anxious that this Consulate should represent him, and, consequently, I felt it desirable to place the matter before the Department, and I now confirm our telegraphic correspondence as follows:

American Consulate-General, Shanghai, March 3rd, to Department of State, Washington.

"Mexican Consul requests us to act during his absence telegraph instructions. Davidson."

Department of State, Washington, March 4th, to American Consulate-General, Shanghai.

"Act if agreeable to Mexican and Chinese Governments."

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M.

VICE CONSUL GENERAL IN CHARGE.

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APR 5 '05
DEPARTMENT OF STATE

3rd ASST. SECRETARY.
APR 4 1905

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th, 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Law Report.

Abstract of Contents.

Transmitting report of the Consular Court case of U. S. v. Thomas Reilly and 7 colored men.

INDEX BUREAU
APR 14 1905
FILED

CHIEF CLERK,
APR 4- 1905
Department of State.

CINCINNATI, OHIO, March 11th

James V. Davidson,

Tax Report.

Transmitting report of sale of U. S.
v. Thomas Reilly and 7 colored men.

No. 4

Consulate-General of the United States,

SHANGHAI? CHINA, March 11th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith report in duplicate of the case of U. S. v. Thomas Reilly, J. Parker, Mike Dixon, Edward Allen, James Jefferson, S. Jackson, Osway Smith and J. McCoy.

I am, Sir,

Yourobedient servant,

James W Dawson

VICE CONSUL GENERAL IN CHARGE.

Y.

AMERICAN CONSULAR COURT.

Shanghai, 6th March.

Before Hon. J. W. DAVIDSON, Acting Consul-General, Acting Judicially.

ASSAULT.

Thomas Reilly, described as unemployed and seven coloured men named J. Parker, Mike Dixon, Edward Allen, James Jefferson, S. Jackson, Osway Smith and J. McCoy, all unemployed, were charged with being concerned in fighting and creating a disturbance in the Scott Road on the 5th instant. They were further charged with being concerned together in cutting and wounding complainant, one William Thompson, with a knife at the same time and place, thereby doing him grievous bodily harm.

Inspector Bourke said that at about 3.30 p.m. yesterday complainant came to the Hongkew Station, stating that he had been stabbed. He was sent to the Hospital where it was found that he had been wounded both in the side and on the head. The wound in the side was about 2 or 3 inches deep and might have proved serious. Dr. Ransome attended him but as he was away at present his evidence could not be produced. From enquiries made immediately afterwards it was found that the trouble took place in Scott Road were complainant was attacked by prisoners. Besides the man who stabbed him, complainant identified two others who had clubbed him. Complainant pointed out Dixon as the man who stabbed him and Reilly and McCoy as the men who used clubs.

His Honour said that the charge against the other five prisoners then was only that of creating a disturbance.

Complainant, in answer to Inspector Bourke, said that the knife was a pocket one with a crooked blade.

Questioned as to whether they were guilty or not guilty Dixon pleaded not guilty, but Reilly and McCoy unhesitatingly admitted the charge.

His Honour said that as the charge was a serious one, he would adjourn the case of Dixon, Reilly and McCoy until 10 a.m. on Wednesdny next.

These three prisoners then left the Court and the charge of creating a disturbance, against the other five, was proceeded with.

Alfred Forensal, sworn, said that he had been riding in a ricksha for some time on the afternoon in question. He eventually alighted opposite a brothel in Scott Road where one of the prisoners came to him and asked if he belonged to the ship Honolulu. On his replying in the affirmative he was clubbed. Witness was not drunk at the time but had had about two or three glasses of beer during the day. He was a Swede by birth, but was a naturalised American citizen.

By Inspector Bourke :—There were seven or eight men there, among whom were the prisoners. Witness noticed that the white prisoner had a knife in his hand.

A. van Beckum, sworn, said that he was a Hollander and was employed on the ship William P. Frye. He was with the last witness during the afternoon and at the trouble in Scott Road saw the white prisoner with a knife in his hand.

Wong Ah Tsu and Chang Ah Foong, two Chinese women, gave evidence much to the same effect, the gist of which was that they saw the disturbance, the former witness pointing out the complainant as the man who was struck.

Inspector Bourke explained that there seemed to be a feud between prisoners and the men of the Honolulu, which originated in the prisoners' failing to obtain employment on board that vessel.

His Honour, addressing Parker said that there was not sufficient evidence for his conviction and that he would therefore be released.

James Jefferson, in answer to the Court, said that he was guilty of all that he was charged. He came here on the 24th February in the Norwegian ship Borstal and was discharged and paid off by the captain. Sometime ago, he together with the other prisoners, went on board the Honolulu to try to obtain a situation; Forsenal, the first witness, was tallying cargo at the time and when he learnt what they wanted he bluntly and threateningly ordered them off. Prisoner warned him then that at the first opportunity on shore, he would fight him. The opportunity offered in Scott Road, where complainant, Thompson, interfered and threatened to draw a revolver; prisoner then challenged the best man of them to fight him.

Complainant denied having a revolver in his possession.

Allen and Jackson unreservedly pleaded guilty, repeating, in extenuation, the story of the last prisoner.

Forensal strenuously denied the story stating that he never saw any of the prisoners before.

Osway Smith readily said that "indeed he was guilty" and for the same reason as stated by the other prisoners.

Some of the prisoners, it appeared from remarks made here and there had made application at the American Consulate General to be shipped away and arrangements had been made to do so. One of these was Osway Smith. In answer to the Court as to why he did not appear at the Consulate on the Monday as ordered he said that he had made several calls at the office and had also called on Tuesday but on the Monday he was down with rheumatism and unable to attend. However,

"you (His Honour) knew I was staying at the Sailors' Home and could have rung me up if you wanted me."

His Honour:—Is that so?

With regard to these prisoners the Court decided that the evidence was sufficiently conclusive to show that they were guilty of creating a disturbance and fighting, and that they were armed with clubs, some of them also having knives. In answer to the charge brought against them they had stated that they had been unjustly treated at the Honolulu, but that did not justify their action; they would therefore be sentenced to one month's imprisonment. Oswald Smith had failed to appear at the Consulate when called to do so for the purpose of shipping away, giving as his reason that he was down with rheumatism, which, of course, could be investigated. This prisoner would be sentenced to the same term of imprisonment and one month further detention or until he could be shipped away.

Shanghai, 8th March.

Before the Hon. J. W. DAVIDSON, Acting Consul-General, acting Judicially, and Bishop GRAVES and E. W. McGINNIS, Associates.

ASSAULT.

Mike Dixon, Thomas Reilly and Joe McCoy where brought up on remand from the 6th instant, charged with assault with intent to do grievous bodily harm to one William Thompson, seaman on the schooner Honolulu.

Inspector Bourke prosecuted for the Police and Mr. G. A. Ohlinger defended, at the request of the Court.

Inspector Bourke said he did not consider it necessary to bring forward all the evidence of the previous hearing as the accused had pleaded guilty; he would, however, call the complainant.

William Thompson, sworn, said he was 34 years of age and seaman on the American schooner Honolulu. On the 5th inst., he left the Shanghai Hotel between 1 and 2 p.m. with van Beckum and reached the hnuse in Scott Road where he heard one of his shipmates calling out for assistance and entering saw Forsenal being attacked. Witness entered first, van Beckum following, and found some six or seven coloured men and one white man attacking Forsenal; some one shouted "Here's another of them" and hit him over the head with a club; he was then hustled to the back of the house and stabbed in the back, afterwards he made his escape and went to the Police Station. Witness identified the prisoner Reilly as having been the first to hit him, then a coloured man hit and stabbed him. He had two cuts stitched up at the Hospital. He was in a fainting condition when the prisoners left. The police sent him to the Hospital. He came on shore at 8 p.m. on the 4th and was expected back on board his ship on the morning of the 6th to work. He had had one or two glasses of beer and some beer mixed with soda-water on the day in question, but had taken no whiskey. He identified Dixon as the man who stabbed him, had never seen any of the prisoners before or had any quarrel with them. He had no chance to defend himself and could assign no reason for the attack. He was in company with van Beckum all day.

At this point witness divested himself of coat and vest, and displayed to the Court the cuts he had received.

Continuing, witness described and identified the knife produced as the weapon with which he was stabbed. He had no weapons on him. Witness went back to his ship on Monday but was not able to work, and not fit for work yet.

Counsel for the defence asked the Court's leave to alter the pleading of the accused and leave being granted, proceeded to cross-examine the witness.

In cross-examination witness reiterated his statements. He had never been in the house before. The fight started in the front room. He had never met Beckum before but being a sailor off an American ship had palled with him. The club he was struck with was like an ordinary walking stick. He identified two produced in 'ourt. Witness got into the fight as his shipmate was singing out for help and on entering the house found two men on top of him.

Detective Vaughan said that at 2.50 p.m. a native woman came to the station and gave information that a number of white and coloured sailors were fighting in Scott Road. While making her statement complainant came in bleeding freely from a wound in the head and side. Witness went to Scott Road and found a large crowd round the lodging house where prisoners stopped. He told them the charge and they replied that they had been waiting for the men of the Honolulu as there was a quarrel to be settled, they made no objection to coming to the station. Complainant was not intoxicated. He saw Forsenal and Beckum about 4. 30 p.m., they had been drinking but were not intoxicated. The coloured men were all sober but excited. Witness first saw the knife, produced, at the Police station, it was found on the person of the prisoner Dixon. One of the prisoners at the station made a statement that complainant had threatened to use a revolver but on searching Thompson the police found no weapons.

Cross-examined, witness saw the prisoners in a lodging house in Scott Road, the actual stabbing occurred in Miller Road. Prisoners admitted the charge very readily. The sergeant on duty found the knife. Dr. Ransome told witness that the wound was not serious as it only went under the skin, had it gone straight in the, prisoners might have been there for a much more serious offence. Complainant was in the hospital about three quarters of an hour.

Alfred Forsenal sworn said he came ashore at the same time as Thompson, had been all night in the house but went out at 10 a.m., and had visited the

Shanghai Hotel and the Astor Bar, had no breakfast that morning, as he did not want any, had two or three beers but no whiskey. Witness returned to Scott Road between 2 and 3 p.m., and found prisoners there, McCoy first hit him over the head with a club and the others attacking he called out for assistance and Thompson and Beckum came to his rescue; there was a general fight but little chance for defence. Witness had never seen prisoners before this time and did not see the actual stabbing. Reilly had something in his hand, witness thought it was a knife.

Cross-examined, witness stated that after the fight he went upstairs and stayed there till Monday morning.

A. van Beckum sworn bore out the statements of previous witnesses.

Wong Ah Tsu, proprietress of the house, cautioned, confirmed her evidence given at the previous hearing.

Mike Dixon, sworn, said he was a fireman by nationality, he was born in Georgia, and came to Shanghai on January 25th on the Norwegian steamer Bogstat. The Captain paid them off but the Norwegian Consul refused to grant their discharge, the captain left them behind. He repeated the tale about his and his companions' bad reception on the Honolulu. He admitted stabbing Thompson, but only did it in self defence as complainant threatened to draw a revolver.

Cross-examined, he was in the lodging house when he heard of the fight and being told the Honolulu men were there he went round. No one attacked him. Jackson, McCoy and Forsenal had been drinking together prior to the fight. The clubs belonged to Allen and Smith.

Thomas Reilly admitted having been before the Court on a previous occasion. He was lying in his bunk when he heard there was a fight and only went out to have a look. Prisoner admitted being intoxicated. He joined in the fight because he thought complainant was going to shoot, he again met Thompson after the fight and assaulted him; he did not see any stabbing.

Joe McCoy re-iterated the statements of the two previous men.

For the prosecution Inspector Bourke said he thought it unnecessary to take up the time of the Court as the prisoners had all admitted their guilt, he would thesefore leave the case to be dealt with by the Court.

Gustavus A. Ohlinger for the defence, said there was a lot of conflicting evidence, but that the evidence of the three defendants quite agreed. At most it was only a case of self defence, Thompson appeared to be in the act of drawing a revolver and he thought under the circumstances the prisoners were quite justified in the means they took for self defence. He contended that Macleau [on criminal law carried out his argument and quoted from that authority. The charge was framed to read, "Assault with intent to do grievios bodily harm" this he stated was at most only a misdemeano r and only punishable as such with a fine or a short term of imprisonment.

The Court retired to consider its verdict, and returned after half an hour's deliberation, when his Honour read the following decision:— The evidence given in the trial of several negroes in this Court on Monday shows that six coloured and one white man engaged in the fight brought before the Court again to-day. Four of the negroes were on Monday sentenced to imprisonment for their part in the affray and Mike Dixon, Thomas Reilly and Joe McCoy held over until to-day for trial. The evidence to-day shows that there was a fight in progress when Thompson entered the building and he was attacked without provocation; the Court consider the white men were greatly outnumbered and had been attacked with clubs; it is quite possible that Thompson may have thought it necessary in self defence to make some move such as putting his hand to his pocket as if with intent to draw a revolver. Accused in their testimony stated there was no revolver drawn and none seen and one of the accused testified that he saw no motion as though there was intent to draw a revolver. Dixon confesses to stabbing Thompson and is sentenced to six months imprisonment. Reilly is found guilty of assault, he pleads guilty to two assaults on Thompson the second after Thompson was stabbed. Reilly is therefore sentenced to ~~three~~ five months imprisonment. McCoy is found guilty of assault and sentenced to one month's imprisonment.

The Court extended its thanks to Mr. Ohlinger for the able manner in which he had conducted the defence.

The Court rose at 12.25 p.m.

James W. Davidson
U. S. V. in Can. Ser.
Acting Judge

CONSULAR BUREAU
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3rd ASST. SECRETARY.
APR 4 1905

No. 651

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th 1905. , 190 .

Sent on for invoice
8 April 8/05

Mr. James W. Davidson,

To the Department of State.

Subject:

Consular Supplies.

INDEX BUREAU
APR 14 1905
FILED

Abstract of Contents.

Transmitting requisition for Consular supplies and requesting that full number of flags be sent.

CHIEF CLERK,
APR 4- 1905
Department of State.

WASHINGTON, D.C., March 21st 1900.

James W. Bentham.

Consumer Supplies.

Transmitting regulations for Consumer supplies and requesting that full number of items be sent.

No. 651

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith a requisition for consular supplied.

In regard to the flags, which I have applied for, I would call your attention to the fact that, owing to the great height of our flag pole, flags are soon destroyed. Our consulate is located on a back street, and it seems advisable to continuously fly a flag in order that the building be easily located. Furthermore, all the foreign consulates fly their flags continuously in all kinds of weather.

I have discovered that the only flag we possess is the one we are at present using, and I would therefore request that one flag be forwarded by mail in the Department pouch; the others can be sent with the supplies.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

SHANGHAI, CHINA, March 11th 1900.

Francis B. Loomis,

I have the honor to enclose herewith a requisition for consular supplies.

In regard to the flags, which I have applied for, I would call your attention to the fact that, owing to the great height of our flag pole, flags are soon destroyed. Our consulate is located on a busy street, and it seems advisable to continuously fly a flag in order that the building be easily located. Furthermore, all the foreign consulates fly their flags continuously in all kinds of weather.

I have discovered that the only flag we possess is the one we are at present using, and I would therefore request that one flag be forwarded by mail in the Department pouch; the others can be sent with the supplies.

I have the honor to be,

Sir,

Your obedient servant,

INDEX BUREAU RECD. APR 8 '05 DEPT OF STATE

CONSULATE-GENERAL APR 4 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. APR 4 1905

CONSULAR BUREAU. NOTED.

No. 5

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th , 1905.

Mr. James W. Davidson,

To the Department of State.

Subject: Am'n Gunboat to Woo re wolters & Schultz Apr 17/05

Death Reports.

Abstract of Contents.

Transmitting reports of deaths of Edmund Schultz and Robert Wolters. U.S. Army

INDEX BUREAU APR 19 1905 FILED

CHIEF CLERK, APR 4- 1905 Department of State.

SHANGHAI, CHINA, March 11th, 1919.

James W. Davidson,

Death Reports.

Transmitting reports of deaths of
Edmund Schmitz and Robert Wolters.

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith reports in duplicate of the deaths of Edmund Schultz and Robert Wolters.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.

I have the honor to enclose herewith reports
in duplicate of the deaths of Edmund Schultz and
Oscar Voltera.

I am, Sir,

Your obedient servant,

(FORM NO. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.,

March 9th 1905.

Name: Edmund Schultz

Native or naturalized:

Date of death: March 6th,1905

Place of death: General Hospital

Cause of death: Carcinoma of the rectum

Disposition of remains: Buried

CONSULAR BUREAU. NOTED.

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Unknown

Address of family: Manila

Family notified:

Accompanied by relatives: Yes. Daughter,Mrs C LeMunyon of Shanghai

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 412

Remarks: Came to Shanghai from Manila a month ago.

Believe him to be a widower.

[SEAL.]

Vice Consul General

of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Shanghai China

Report of the Death of an American Citizen.

Enclosure No. 1 *in despatch*

No. 4.

March 11th, 1905.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.,

March 9th 1905.

Name: Edmund Schultz

Native or naturalized:

Date of death: March 6th,1905

Place of death: General Hospital

Cause of death: Carcinoma of the rectum

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Unknown

Address of family: Manila

Family notified:

Accompanied by relatives: Yes. Daughter, Mrs C LeMunyon of Shanghai

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 412

Remarks: Came to Shanghai from Manila a month ago.

Believe him to be a Widower.

[SEAL.]

James W Ladd

Vice Consul General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Shanghai, China

Report of the Death of an American Citizen.

Enclosure No. 1 *in despatch*

No. 44.

March 11th, 1905.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED 5

Consular Service, U. S. A.

SHANGHAI, March 9th 190 5

Name: Robert Wolters

Native or naturalized: Naturalized

Date of death: March 5th/05

Place of death: United Service Club, Shanghai

Cause of death: Acute Alcoholism

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: In the hands of the Consulate

Address of family: Unknown

Family notified:

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page #413.

Remarks: A Post Quartermaster Serjeant in the United States Armyon his way from Pekin to Manila under orders from the office of the Commanding Officer, Legation Guard. The Adjutant General at Manila was notified by telegraph and orders were asked as to disposition of remains and reply received. instructing us to send remains to Manila.

James W. Dawson

Vice *Consul General of the United States.* in Charge.

[SEAL.]

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

No. 249.

CONSULAR BUREAU
APR 4
1905
DEPARTMENT of STATE

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3rd ASST. SECRETARY.
APR 4 1905

No. 652

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th 1905. , 190

CONSULAR BUREAU
NOTED AND PUBLISHED

Mr. James W. Davidson,

To the Department of State.

Subject:

Carl C. Jensen.

Ans by form
Apr 20/05

Abstract of Contents.

Danish Consul hands over to this Consulate all matters connected with the estate of Carl C. Jensen, deceased, who, of Danish birth, now proves to be American.

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APR 21 1905
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CHIEF CLERK,
APR 4 - 1905
Department of State.

GENERAL, CHINA, March 11th 1902.

James W. Davidson,

Carl C. Jensen.

Serial Consul hands over to this Consulate all matters connected with the estate of Carl C. Jensen, deceased, who, of Danish birth, now proven to be American.

No. 652

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th 1905. , 190 .

Honorable Francis B. Loomis,
Assistant Secretary of State,
Washington, D. C.

Sir:

I have the honor to inform you that on February 16th this office received information from the Danish Consul to the effect that, on learning of the death of Carl C. Jensen, who was reported to the Consul to be a Danish subject, he immediately took steps to settle up the estate in accordance with Danish law.

Among the effects was a tin box which the Consul obtained possession of several weeks after commencing the settlement of the estate. In this box he discovered naturalization papers, which showed that deceased was an American citizen. Consequently, all matters connected with the estate were turned over to us and we are at present settling the same.

I have the honor to be,
Sir,
Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

See mr. to Dept. 11.11.1905

3rd ASST. SECRETARY. APR 5 1905

No. 653

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th, 1905

Mr. James W. Davidson,

To the Department of State.

Mrs Armsbury asked where to send effects May 11/05

Subject:

Stanley Armsbury, Deceased.

To Mrs A. with package May 17/05

CONSULAR BUREAU NOTED AND PUBLISHED

Abstract of Contents.

Sending in Dept's pouch, sealed package containing articles found on the person of Stanley Amesbury, Deceased and also an inventory of his effects.

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INDEX BUREAU MAY 10 1905 FILED

CHIEF CLERK, APR 5 - 1905 Department of State.

Stanley Amesbury, deceased.

Dealing in Dept's [illegible] Amesbury property
containing articles found on the person of
Stanley Amesbury, deceased, and also an
inventory of his effects.

No. 653

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th 1905. , 190 .

Honorable Francis B. Loomis,
Assistant Secretary of State,
Washington, D. C.

Sir:

I have the honor to state that I am sending in the Department pouch by to-day's mail a sealed package containing articles which were found on the person of Stanley Amesbury, deceased, as follows:-

1 certificate of Membership Masons.
1 note book.
1 note book with $5 Gold coin.
1 pair eyeglasses.
1 pocket book.
1 pair eyeglasses.
1 Gold watch.
1 Gold charm.
1 Gold ring.
1 packet letters
1 fountain pen.

Stanley Amesbury was a resident of Rockfort, Maine, and was master of the American sailing ship Atlas. He committed suicide in Shanghai as was reported to the Department under cover of a despatch of this Consulate dated February 11th.

I also enclose an inventory of his effects, which were disposed of as follows: Small valuables sent by Department pouch as mentioned above. Other articles given in inventory shipped in two trunks, and one dress suit case by the steamer Seneca, c/o The STandard Oil Co., New York, who are the owners of the vessel on which Amesbury was Captain. There was also delivered to the Standard Oil Co. two $5 Gold coins, two English Sovereigns, one half Sovereign, and three other silver coins,

which will be sent to the widow by the Company. The Standard Oil Company bore all the expense of cremation and shipment of remains.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

ENCLOSURES: 1.-Inventory of package sent State Department.

2.-Inventory of effects found in Shanghai in duplicate.

3.-Receipt from Standard Oil Co. for effects delivered to them.

Enclosure no 1.

Esate of Stanley Amesbury.

Inventory of package sent to the State Department.

1 certificate of Membership Masons
1 note book
1 note book with $5 gold coin
1 pair eyeglasses
1 pocket book
1 piar eyeglasses
1 gold watch
1 gold charm
1 gold ring
1 packet letters
1 fountain pen

Only 1 pair of eyeglasses in the package. The above list reflects 2 "1 pair eyeglasses" is probably a clerical error 24. C. 24

Mrs Stanley Amesbury
Rockport.
Maine

Enclosure No 2.

In re estate of

Stanley Amesbury

deceased

Inventory

~~List of Capt. S. Amesbury effects~~

Contents of large trunk as follows:-

1 Mackintosh
1 Heavy overcoat
4 Pairs pants
5 Vests
2 Coats
6 Pairs drawers
6 Singlets
1 Grey sleeping suit
1 Silk " "
4 Pairs white sleeping pants
3 White sleeping jackets
11 White shirts
6 Coloured shirts
24 White Collars
24. Cuffs
15 Coloured neck ties
18 Handkerchiefs
2 Pairs kid gloves
1 Towel
1 Flask
2. Old letters
1 Cork screw
2. Razors
1 Shoe-horn
5 Cards of darning wool
1 Leather belt
14 Pairs Socks
3 Soft felt hats

Contents of Small trunk

1 Dress suit } in linen Cover
1 Black Coat }
1 Coat
2 Overcoats
1 Telescope (in case)
1 Cuffs
3 White collars } in leather case
1 Black neck tie }
2 Pairs night-glasses
2 Pairs hair Brushes
1 Shaving Brush
1 Razor Strop
2 Wooden pipes
4 Pairs Spectacles
1 Old nickel watch
2 Pairs suspenders
1 Package photos
1 Bible
1 Package visiting cards
2 White undershirts
4 White vests
3 Linen clothes covers
2 Small boxes collar buttons + studs + links
2 White neck ties
1 Pocket-compass
1 Hand mirror
1 Clinical Thermometer
1 Whisk
7 Books
1 Envelope of photos
1 Sample Book (in envelope)
2 Caps
1 Pair scissors thread & needles
1 Pair patent leather shoes & 1 Pair Japanese slippers

Contents of dress-suit-case

Sextant

Pair overshoes

Pairs feather shoes

Book's

1 certificate membership in Masonic order.

1 note book

1 Russia leather note book with $5 gold piece

1 pair eye glasses

1 pocet book with cash as follows

	U.S. money	$10.20
	English	2 1/2 sovereigns
		one shilling piece
		two florin pieces
	20 cents chinese	

1 gold watch

1 gold charm

1 gold ring

1 packet letters

1 pen knife

1 fountain pen

Empireof China

City of Shanghai,ss.

J. C. Amberman and W. J. Davis being first duly sworn on oath says that they have made an inventory of the effects of the late Stanley Amesbury and that the above and foregoing is a true and correct account of the same.

Subscribed and sworn to before me
this 27th day of January,1905

J. C. Amberman

W. J. Davis

W. Davidson

Vice Consul General in charge

1 certificate membership in Masonic order.

1 note book

1 Russia leather note book with $5 gold piece

1 pair eye glasses

1 pocket book with contents as follows

U.S. money	$10.20
English	2 1/2 sovereigns
	one shilling piece
	two florin pieces

20 cents change

1 gold watch

1 gold chain

1 gold ring

1 pocket letters

1 pen knife

1 fountain pen

Signed Chas

City of Memphis, ss.

Amber Man and Davis being first

duly sworn on oath say that they have made an inventory of the effects of the late Stanley Amesbury and that the above and foregoing is a true and correct account of the same.

Subscribed and sworn to before me
this 7th day of January, 1908.

Enclosure No 3.

CONSULAR SERVICE, U. S. A.

Received from James W Davidson, vice Consul General in Charge at Shanghai China, two trunks, one dress suit case, two $5 gold coins, two English sovereigns, one half sovereign, three silver coins, all the property of the late Stanley Amesbury.

STANDARD OIL Co OF NEW YORK.

R Addams Cashier

Suit Case and two trunks forwarded per ss. "Seneca"

CONSULAR BUREAU APR 4 1905 DEPARTMENT OF STATE

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3rd ASST. SECRETARY. APR 4 1905

CONSULAR BUREAU. NOTED.

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th, 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Inquest.

Abstract of Contents.

Enclosing report of inquest held on the body of Robert Wolters.

INDEX BUREAU APR 19 1905 FILED

CHIEF CLERK, APR 4 - 1905 Department of State.

Enclosing report of inquest
held on the body of Robert
Walters.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, March 11th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to hand you herewith report in duplicate of the inquest held on the body of Robert Wolters, Post Quartermaster Sergeant, U.S.Army, who died suddenly on the 5th March, at the United Service Club, Shanghai.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davis

VICE CONSUL GENERAL IN CHARGE.

Y.

INQUEST.

Shanghai, 6th March.
Before Hon J. W. Davidson, Acting Consul-General, and Messrs. G.C. Arnold, W. A. Hill and A. B. Giles, Jurors.

An inquest was held this morning into the circumstances attending the death of Robert Wolters, Post Quartermaster Sergeant, U.S. Army, who died suddenly on the 5th instant at 9.35 a.m. at the United Service Restaurant.

Frank W. Schork, retired U. S. Army, sworn, said he knew deceased in Peking and came down with him from Chingwantao to Shanghai, where they arrived on the 27th ult., touching at Chefoo on the journey down. Deceased was in an intoxicated condition when he came on board the ship at Chingwantao and more or less under the influence of liquor all the way to Shanghai. Witness had known deceased as a hard-drinking man in Peking. On arriving in Shanghai they registered at the Metropole, but only stopped one night. Deceased was drunk when he arrived at Shanghai and witness put him to bed. On following night witness met Wolters at the United Service Restaurant and the latter expressed a wish to stop there, so witness went to the Metropole, paid their bill and took away their baggage. Deceased had been under the influence of drink since arriving in Shanghai except for the last two days of his life. He always looked pale but seemed in good health and did not complain of feeling ill. Witness considered he was suffering from the effect af alcohol and frequently asked how he was feeling, always getting a satisfactory reply. Witness last saw deceased alive on Sunday morning. On Saturday witness took him for a walk and kept with him as much as possible to keep him off the whisky. They returned to the house about 4 p.m. and deceased said he was tired and went to bed; he only had some milk and eggs on both Friday and Saturday. On Sunday morning between 6 and 6.30 a.m deceased had two glasses of milk and one egg, which witness gave him, after which deceased went off to sleep and witness dressed and went downstairs to breakfast, returning to the room about 9.15 a.m. Witness thought he was breathing heavily and went to call the doctor. He told Evans his fears and they went upstairs and found him dead and reported the matter to the Consulate. Witness never drank to excess; his discharge from U. S. Army gave him an excellent character. Nobody to witness' knowledge visited the room and all the food was the same as supplied to witness and had no ill effect on himself.

J. M. Darrah, sworn, said he knew deceased in Peking where he was known as a hard—drinking man but attended well to his duties, had known the former witness in Peking as of excellent character and good natured man. Deceased, to witness's knowledge, had been three times ill from the result of alcoholism in Peking and unable to attend to his duties for three or four day at a time. At such times he was very nervous and on the last occasion on the verge of delirium tremens and unconscious for two and a half hours. Witness had seen deceased in Shanghai prior to his death and thought him nervous and excitable. He understood that Schork had been looking after deceased.

A. E Evans, proprietor of United Service Restaurant, sworn, corroborated the witness Schork's testimony. Both deceased and Schork were orderly and well behaved. The former only had one whisky and soda in his house. The milk was always boiled before being served to customers. He had no complaints about any food supplied having any bad effects on his customers.

The Court at this point adjourned till 2 p.m.

The Court re-assembled at 2 p.m. and proceeded to the mortuary to view the body.

Dr. Ransome, sworn, stated that he first saw the body at 1.30 p.m. on the 5th instant with all the clothes on; he only made a cursory examination, and found no indication of foul play. He made a thorough examination at the mortuary at 11.30 a.m. to-day, and found two slight abrasions on the surface of the left middle finger, undoubtedly received before death; also a small scratch on the right breast about two inches from the armpit, this might have been done at the examination. He found no indication of foul play and considering the history of the case and a strong odor of alcohol had no hesitation in saying that deceased died from acute alcoholic poisoning. He did not think there was any necessity for an autopsy.

The Jury without retiring returned a verdict of death from acute alcoholism.

James W. Davidson
V. C. Consul General
of the U. S. A.
Acting

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No. 554

Consulate-General of the United States,

SHANGHAI, CHINA, March 15th 1905. , 190 .

Mr. James W. Davidson.

To the Department of State.

Ans Apr 17/05

Subject:

Circular Instructions.

Abstract of Contents.

Requesting copies of Digest of Circular Instructions.

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CHIEF CLERK,
APR 14 1905
Department of State.

SHANGHAI, CHINA, March 15th 1906.

Circular Instructions.

Requesting copies of Digest of Circular
Instructions.

No. 654

Consulate-General of the United States,

SHANGHAI, CHINA, March 13th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to request that you send to this office three copies of the "Digest of Circular Instructions to Consular Officers" which was published by the Department in 1904. We find this such a useful book that I desire to have one for the Shipping office and one for the court room. I therefore request the number of copies mentioned.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

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No 4

Consulate-General of the United States,

SHANGHAI, CHINA, March 15th , 1905.

Mr. James W. Davidson,

To the Department of State.

Ans by Jarvis Apr 17/05

Subject:

Law Report.

Abstract of Contents.

Enclosing case of U. S. v. Edward Scorrar.

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CHIEF CLERK,
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No. #

Consulate-General of the United States,

SHANGHAI, CHINA, March 15th, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith report in duplicate of the case of U. S. v. Edward Scorrar.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.

Enclosure; as above stated.

AMERICAN CONSULAR COURT.

Shanghai, 10th March.

Before the Honourable J. W. DAVIDSON, Vice Acting Consul-General, Acting Judicially, and GEORGE MOOSER and A. L. Wilson, Associates.

U.S. PEOPLE V. EDWARD SCORRAR.

Edward Scorrar, a seaman on board the American sailing vessel William P. Frye, on the 7th day of March, 1905, in and upon the said ship, did make an assault and did then and there cut and stab the said S. Cole with intent to kill, all while the said ship was in the Consular District of Shanghai.

Prisoner pleaded guilty, but that he committed the offence while insane with liquor

A. L. Ahlo, at the request of the Court, defended the accused.

Silas Cole, sworn, said he was an American citizen and chief officer on the William P. Frye; on Wednesday morning, the 8th instant, he, with the accused and eight men, were engaged in bending sails on the foremast. The prisoner said he was not feeling well enough to go aloft and witness told him there was no necessity. Witness could see that accused had been drinking and went to the carpenter who shared the same cabin to try and ascertain where the liquor came from. Shortly after he noticed the boatswain go forward and felt sure he was going to get another drink and intended to go forward to the prisoner's cabin and catch him in the act. Something else called for his attention and the matter slipped his memory. The prisoner then came up and asked why witness had spoken to the carpenter about his drinking and almost immediately prisoner raised his hand and he received a stab in the temple. Witness put his hand up to his head as he felt he was seriously hurt and tried to stop the flow of blood at the same time making his way as quickly as possible over the side to a sampan. One of the crew accompanied him to the shore. On the Standard Oil Wharf he found Dr. Ransome who attended to his wound. The prisoner bore a good character; he had no trouble with him; he had 48 hours liberty a few days ago and supposed he bought his liquor on board; had frequently tried to find out where the liquor came from but without success. The prisoner complained of being sick on Monday and Tuesday last and saw Dr. Ransome who prescribed for him. He had been off duty these two days but turned to on Wednesday without being told to. The witness was standing with his hands in his pockets at the time the blow was struck; he supposed the knife (produced) was the one used. The prisoner showed no hostile intent and seemed to act on the spur of the moment. Prisoner joined the ship in New York about Sept. 13th and was not of a quarrelsome disposition.

Cross-examined — Prisoner only struck one blow and immediately after the complainant made the best of his way ashore. He gave no cause for the assault. Witness said that the men aloft, if looking, could have seen the attack. Complainant stayed two days in hospital but was not yet attending to his duties on the ship.

Joseph E. Sewall, sworn, said he was master of the sailing vessel William P. Frye. The prisoner had a good record until arriving in Shanghai, but had been drunk three parts of the time since arriving in port. This was not the first complaint that had reached witness of the prisoner using a knife; he was called out by the mate a few days previously to attend to the sailmaker who had a cut on the head and complained that the accused did it with a knife, the two had evidently been drinking together. It was a regulation of the ship that one officer was always on deck during the day time and a watchman at night All the men had been given forty-eight hours liberty since arriving in port and given money so that they could have their drunk out on shore. The complainant was certainly sober on the morning of the 8th instant at 8.30 when the witness went on shore, and had been several years sailing with the witness, he bore a very good character and did not drink at all, in fact the witness never had a better officer and complainant had no trouble with the crew.

Richard Leonard Eaton, sworn, said he was an American citizen and sailor on the William P. Frye. At 7 on the morning of the 8th instant he turned to with the rest of the crew bending sails. He with others came on deck from the port yard arm; he heard the prisoner say he was feeling bad and could see he was under the influence of liquor; prisoner was not staggering but having been in his company for some months could tell by his looks. Witness heard the carpenter tell prisoner what the complainant had said about the liquor, and remonstrated with the carpenter in forcible language for repeating such things. Afterwards witness continued his duties aloft on the foremast and was looking down on deck when he saw the accused raise his hand and strike the mate and heard the latter cry out. Witness slid down the backstay to deck as quickly as possible and clapped his cap to complainant's head to staunch the blood which was flowing very freely and assisted him into a sampan and accompanied him on shore. Witness had been 26 years at sea, had never been on an easier vessel or sailed under a better chief officer. There had been no quarrel between complainant and accused.

Cross-examined—Cole was standing with his hands behind his back when the accused came up to him and whilst talking put his hands in his pockets; he came down from aloft because he saw blood flowing; the blow was struck with the right hand on the complainant's left temple. There was nothing to obstruct the view. Accused appeared fairly sober, but witness knew he had been drinking.

Dr. Ransome, sworn, said he was on the Standard Oil Wharf at 9.30 a.m. on the 8th inst. when the complainant came to him, he was bleeding very freely from an incised wound

on the left side of the face level with the ear, about one and a quarter inch wide, done with a sharp instrument, the wound pointed downwards and probably penetrated the throat. Complainant was covered with blood and the main temple artery was severed; had medical assistance not been at hand he would probably have bled to death. Witness picked up the artery sewed up the wound and took him to the hospital. The complainant was out of danger the blow cut through the nerve supply to the left side of the face and may impare the muscular action on that side, the results would be more or less permanent but might subside somewhat. Witness had allowed the complainant to return to his ship but had ordered complete quiet and to do no work for several days. There was no immediate danger unless something unforeseen occurred. There was no evidence whatever of liquor on complainant. The blow must have been delivered with a good deal of muscular force.

Cross-examined.—The complainant would in all probability have bled to death without medical attendance.

Detective Sergt Vaughan, sworn, stated that he received a warrant for the prisoner's arrest at 11.30 a.m. on the 8th inst. and proceeded to the William P. Frye and executed same at 3.30 p.m. The prisoner was very quiet and being asked for the weapon with which the deed was committed handed witness the knife (produced), and came quietly to the station. Prisoner seemed to be recovering from the effects of liquor.

Edward Scorrar, sworn, said he was an American citizen, aged 42, and boatswain on the sailing vessel William P. Frye. On the morning of the 8th inst. he turned out to work at 7, after being two days on the sick list. He had a few drinks before coming on deck, the whiskey was bought from a sampan man. The crew were engaged bending sails and later he went below and had another drink. The carpeerdt told him the mate had been enquiring where the liquor came from and he went to the mate and accosted him about it, the mate ordered him forward to go on with his work, he then drew the knife and struck complainant. The carpenter went on shore and brought five bottles of whiskey on board on Sunday, accused bought two more from the sampan man. After the stabbing he went to his cabin and stayed there.

Cross-examined—Liquor taken to excess made him crazy, he drank about three quarters of a bottle that morning, his mind was not clear and did not know rightly what he was doing. When the mate ordered him forward it made him angry and he drew the knife and struck complainant. The whiskey cost $1.50 a bottle, but he did not know the brand. The complainant was not a hard officer, he (the accused) had been six months on the ship. Prisoner identified the knife (produced) as his property.

The Court here took a recess for three quarters of an hour.

On resuming the accused was again put on the stand and said there was some whiskey left in the bottle, but it was not likely to be there now, it was not hidden away, he had no trouble in getting whiskey from the sampan men, the bottle had a white lead capsule and a label which read "Real Scotch Whiskey." Accused did not quite remember when he drew the knife, he carried it in a sheath on his belt, the knife was not in his hand when he went on deck.

Joseph E. Sewall, re-called, said it was only the sampan men who sold whiskey not the bumboat men, it was customary for all sailing vessels entering port to engage a bumboat to wait on the ship. The ordinary sampans plying for hire were the chief offenders in supplying whiskey. Witness said he would try and purchase a few bottles for analysis and also have the ship searched and report the result in the morning.

Det. Sergt. Vaughan recalled said he had come across several similar cases of stabbing that had been put down to the results of cheap whiskey. The police had already prosecuted sampan men for selling liquor to ships, but the river was really under the control of the Harbour Police. Witness had personally collected together samples of these cheap whiskeys and they were submitted to the Municipal Council Analyst for examination and had been pronounced no more harmful than other brands.

A. L. Ahlo for the defence said he did not think the prisoner quite knew what he was doing in pleading guilty to the charge, and did not realise the importance of the word intent. Counsel did not think there was intent to kill. Undoubtedly it was an unlawful assault but not done with malice, the accused had himself testified that he had nothing against the complainant and that he was a good officer to work under. The mental condition of the accused must be considered, he had been drinking a vile concoction which was no more or less than poison and was filled with indiscretion and almost crazy. Counsel did not want to say that intoxication was an excuse for crime but he did not think the prisoner realised the gravity of his action and certainly had no premeditated intention; he was not of a vicious temperament and had no quarrel with complainant, and simply committed the crime in a moment of passion. Counsel respectfully submitted to the Court that the accused was certainly guilty had the charge been one of assault, but he left it with the Court to say whether he was guilty or not on the charge as framed.

After extending thanks to Mr. A. L. Ahlo for the able manner in which he had conducted the defence, the Court adjourned the case till 10 a.m. on the 14th instant, when judgment will delivered.

AMERICAN CONSULAR COURT.

Shanghai, 14th March.

Before the Honourable J. W. DAVIDSON, Acting Consul-General, Acting Judicially, and GEORGE MOOSER and A. L. Wilson, Associates.

U.S. PEOPLE V. EDWARD SCORRAR.

Edward Scorrar, a seaman on board the American sailing vessel William P. Frye, on the 7th day of March, 1905, in and upon the said ship, did make an assault and did then and there cut and stab S. Cole with intent to kill, all while the said ship was in the Consular District of Shanghai.

The above case remanded from the 10th instant came up this morning when his Honour read the following judgment:—

The defendant is charged with assault with intent to kill and pleads guilty to this offence. Owing to the seriousness of the offence the Court deemed it advisable to examine witnesses and to obtain an attorney to defend the accused.

The testimony of the master of the vessel on which the defendant served, is to the effect that the defendant was well behaved at sea and of good character. This is corroborated by the testimony of the plaintiff; and all the testimony goes to show that the offence was committed while the defendant was crazed with liquor purchased from Chinese boatmen. While drunkenness is no defence for crime, yet the Court will take the condition of the defendant at the time the crime was committed, as well as the good character he bore while sober, into consideration, and sentences him to one year's imprisonment.

The Court desires to thank Mr. Ahlo for his able defence of the defendant.

The Court feels that it is very necessary for the peace and good order of the foreign shipping population that some steps should be taken to prevent the sale of liquor to sailors by sampan-men. This Court has had within two weeks two criminal cases in which seamen, who in both instances were quiet and well-behaved men while sober, have, while in a drunken fury, stabbed an officer of their ship. In both cases the liquor, locally known as "Hongkew Spirit" and often containing a large proportion of wood alcohol, was obtained without difficulty from the Chinese boatmen who are always willing to assist the sailor in smuggling it on board. The result of this uncontrolled trade is that whole ship crews are frequently unfit for duty, and in the case of the death of the master of an American ship, a few weeks ago, there was not one sober seaman on board who could be entrusted with the handling of the coffin. It is the opinion of this Court that the sale of spirits on the river should be forbidden and that the Harbour Police should be empowered to enforce such prohibition.

The Court then rose.

James W. Davidson
Vice Consul General of the U.S.A.
in charge.

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3rd ASST. SECRETARY. APR 15 1905

No. 655

Consulate-General of the United States,

SHANGHAI, CHINA, March 15th 1905. , 190 .

Mr.

To the Department of State.

Rec'd Apr 18/05

Subject:

Marshal's Returns.

Abstract of Contents.

Unable to comply with Department's instruction.

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CHIEF CLERK, APR 14 1905 Department of State.

SHAREHAT, OHIO, March 19th 1908.

Marshall's Returns.

Unable to comply with Department's

Instruction.

No. 655

Consulate-General of the United States,

SHANGHAI, CHINA, March 15th 1905. , 190 .

Honorable Francis B. Loomis,
Assistant Secretary of State,
Washington, D. C.

Sir:

I have the honor to state that the application from the Department of State for copies of the Marshal's returns from this Consulate was referred to Geo. Derby, who held the position of Marshal at the time the accounts were issued. Mr. Derby informs me that he has no copies of the returns, and that there are none, to his knowledge, in the Consulate. I am therefore unable to comply with the Department's instruction.

I have the honor to be,
Sir,
Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

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Consulate-General of the United States,

SHANGHAI, CHINA, March 15th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Subject:

Deputy Consul-General.

Abstract of Contents.

Transmitting Julian Arnold's Oath of Office as Deputy Consul-General.

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CHIEF CLERK,
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Department of State

CINCINNATI, OHIO, March 15th 1908.

James W. Davidson,

Deputy General-Secretary.

Commencing Julian Journal Book of Office
as Deputy General-Secretary.

No.656

Consulate-General of the United States,

SHANGHAI, CHINA, March 15th, 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith Oath of Allegiance and Office executed by Julian Arnold, who holds the position of Deputy Consul-General in this office.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

Washington, D.C., March 18th, 1926.

Arnold B. Lynch,

I have the honor to enclose herewith oath of
Allegiance and Office executed by Julian Averill,
who holds the position of Deputy Commissioner
in this office.

I have the honor to be,

Sir,

Your obedient servant,

INDEX BUREAU RECD APR 17 '05 DEPT OF STATE

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3rd ASST. SECRETARY. APR 18 1905

No. 657.

Consulate-General of the United States,

SHANGHAI, CHINA, March 17th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK, APR 18 1905 Department of State.

Subject:

Civil Service in China.

Inclosure Dis. Letter April 25. 1905 Dibbs

Abstract of Contents.

Transmitting report as above.

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No. 657.

Consulate-General of the United States,

SHANGHAI, CHINA, March 17th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I enclose herewith a report on the civil service in China, in compliance with instructions sent by the Department under date of December 10th. The despatch mentioned called attention to the fact that a circular entitled "Administration of the Civil Service in Foreign Countries, had been sent to this office, and you instructed me to send an immediate reply to it.

I have been unable to find any such circular among our files, and I, consequently, postponed the matter until Mr. Goodnow's return, hoping that he might be able to inform me on the subject. He now states that he does not remember having received any such circular, and, rather than wait for one to be sent, I am enclosing a report on the subject. Should I have not covered the ground outlined in the circular, and there is still time, I would ask for a copy in order that I might comply more fully with your instructions.

I have the honor to be,

Sir,

Your obedient servant,

Jas. W Dawson

S.M. VICE CONSUL GENERAL IN CHARGE.

CONSULAR BUREAU.
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APR 18 1905

No. 658

Consulate-General of the United States,

Shanghai, China, March 17th 1905.

Mr. James W Davidson

To the Department of State,

CHIEF CLERK,
APR 18 1905
Department of State.

Subject: Govermental Reports

Abstract of Contents.

Request of W.Sheldon Ridge, Esq.
for Govermental Reports.

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No. 658

Consulate-General of the United States,

Shanghai, China, March 17th, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to state that I have received a request from W. Sheldon Ridge, Esq., Head Master of the Shanghai Public School for the following publications of the Goverment of the United States:-

Rec'd for Bu. Education

(1) The report of the Commissioner of Education from 1899 (inclusive) to date and henceforward as issued.
(2) Consular and Govermental reports on the ports and and countries of the far east, recent and as issued.
(3) Reports on the Philippines as issued.

Rec'd for Insular Bu. War Dept.

I trust that the Goverment will see fit to comply with the above request.

I have the honor to be, sir,

Your obedient servant

James W. Davidson

Vice Consul General in Charge.

APR 27 1905 DEPARTMENT OF STATE
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CONSULAR BUREAU APR 28 1905 DEPARTMENT OF STATE
3rd ASST. SECRETARY. APR 26 1905

No. 659.

Consulate-General of the United States,

SHANGHAI, CHINA, March ~~21st 1905~~ , 190 .

DEPT OF STATE APR 26 1905 2ND ASST SECRETARY
DIPLOMATIC BUREAU.

Ack & file.
[We can await Mr Rockhill's handling of this question]
ASG

Mr. James W. Davidson,

To the Department of State.

Subject:

Trade Marks.

Ans by Tour April 28/05

Abstract of Contents.

Transmitting a report of the proposals for amendment of the trade mark regulations.

APR 26 1905
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No. 659.

Consulate-General of the United States,

SHANGHAI, CHINA, March 21st 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith a pamphlet giving proposals for amending the provisional regulations governing the registration of trade marks. I understand that the Ministers at Peking are now discussing the subject, and this volume represents the opinion of the Germans. I have been unable to obtain a second copy, and, consequently, cannot send the report duplicated.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

Proposals for Amending

THE PROVISIONAL REGULATIONS GOVERNING THE REGISTRATION OF TRADE MARKS.

PUBLISHED BY THE

DEUTSCHE VEREINIGUNG.

ENGLISH VERSION.

SHANGHAI
GERMAN PRINTING AND PUBLISHING HOUSE.
1905.

The Chinese Government having consented that Trade Marks shall not be registered under the Provisional Regulations until a complete agreement shall have been arrived at with the Foreign Powers concerned, the Committee of the Deutsche Vereinigung have deemed it expedient to lay before the public the wishes hitherto expressed by the Mercantile Community, in the shape of a Project of a Trade Mark Law. They were prompted to adopt this course by the consideration that this form of presentation would, better than any other, enable the Chinese Government to gain a clear conception of the demands put forward; the more so as the Proposals closely follow the lines of the Provisional Regulations.

In drawing up the proposals, the aim steadily kept in view has been to suggest only such alterations with respect to the Provisional Regulations as appear necessary for the protection of vested rights or advisable in the interest of the simplification of the law.

For purposes of reference the Correspondence between Sir Ernest Satow and Prince Ching relating to art. 20 of the Provisional Regulations, the Letter of the Shanghai General Chamber of Commerce to Sir Ernest Satow of September 30th, 1904, and the Resolutions passed by the China Association on January 19th, 1905, have been appended.

The Provisional Regulations are given in Mr. E. T. Williams' Translation, which is reproduced by kind permission of the Shanghai Mercury, Limited.

Shanghai, February 1905.

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PROVISIONAL REGULATIONS GOVERNING THE REGISTRATION OF TRADE MARKS.

The Following Regulations were submitted to the Throne by the Board of Commerce on the 4th of August, 1904, and the same day received the Imperial sanction:—

1.—Any one, no matter whether Chinese or Foreigner, who desires to have the exclusive use of a trade mark, must first register the same according to these regulations.

A distinctive design, inscription and emblem, either all three employed in combination, or any one or two of them, constitute the essential characteristics of a trade mark.

2.—The Board of Commerce will establish a Bureau of Registration to attend especially to matters of registration, and the Customs at Tientsin and Shanghai will serve as Branch Offices for receiving applications, to the greater convenience of those who apply, who may present their petitions at the place nearest to them.

3.—Applicants for registration may either send their applications direct to the Bureau of Registration or forward them through a branch office of application.

PROPOSALS FOR AMENDING THE PROVISIONAL REGULATIONS

1.—No alteration.

2.—The Board of Commerce will establish at *Shanghai* a Bureau of Registration, which shall have sole control of all matters connected with trade marks.

This regulation has been introduced at the unanimous request of the foreign mercantile community.

A Bureau of Registration, in order to be in constant touch with the requirements of business life must have its seat in the commercial metropolis of the Empire.

Moreover, the possibility of personal intercourse with the registering officers will be found by all concerned and more particularly by the officers themselves to greatly facilitate matters.

3.—Applicants for registration may either send their *applications* direct to the Bureau of Registration or forward them through the *Imperial Maritime Customs Offices* in the Treaty Ports.

4.—Every application must be accompanied by a description in which there shall be enclosed three impressions of the trade mark. The description shall clearly and correctly explain, in a general way, the pattern of the trade mark, and tell on what sort of goods it is to be used, and to what class they belong according to the classification appended to the Subordinate Rules annexed to these Experimental Regulations. If the application be forwarded through a branch office of application, duplicates must be made both of the application and the description.

5.—The Bureau of Registration, having received an application, and having found nothing in it contrary to the requirements, shall file the same for six months, and if within that time no person shall have petitioned against the registration, the said trade mark shall be registered.

6.—If applications be made for the registration of trade marks which are similar to one another, and which are to be used upon the same sort of goods, registration must be granted to the one first making application. If several applications be presented at the same time on the same day, permission to register must be given to all.

This regulation is in accordance with art. I of Sir Robert Hart's Poposals and is intended to facilitate application.

The Customs Offices shall, without delay, forward the applications to the Bureau of Registration. Cf. art. 4 and 8 of the Supplementary Rules.

4.—Every application must be accompanied by a description and a facsimile of the trade mark together with a list of the goods and classes of goods for which it is intended to be used.

As the present proposals provide for one Bureau of Registration only, one description and facsimile of the trade mark should suffice.

5.—If the Bureau of Registration considers the application to be in order, it shall *publish* it in the Trade Marks Gazette. If no opposition shall have been made within six months from the date of such publication the trade mark shall be registered.

The publication of the applications is desired by the Deutsche Vereinigung. It is in accordance with the English practice and was also provided for in art. VI of Sir Robert Hart's Proposals.

According to the Provisional Regulations, registration was to take place only after the expiration of six months, so as to allow time for opposition to be made, but no provision was made for bringing the application to the notice of those interested in it.

6.—No alteration.

7.—In case of a trade mark already registered in a foreign country, if application for its registration in China be made within four months from the date of its registration abroad, the date of such registration abroad may be recognized.

8.—Trade marks of the character specified below shall be refused registration:—

(i) Those which destroy respect for rank, do injury to the customs of the country, and (are likely to) deceive the people.*

(ii) Those which imitate the impressions of seals especially reserved for the use of the Government (such as the Imperial Seal and the oblong lead seals of the various yamens), or which imitate the designs of the Imperial Flag, the military banners, or decorations conferred for merit.

(iii) A trade mark identical with one already registered belonging to another person, or identical with one in public use in China more than two years before the present application shall have been made, or trade marks similar to either of the above if used upon the same sort of goods as they.

(iv) Those which cannot be recognized by some distinctive feature.

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*For instance, such as use official emblems, or employ pictures which Chinese may regard as improper.

7.—No alteration.

8.—An application to register a mark will be refused on the following grounds:

(a) if it is liable to give offence or is calculated to deceive;

(b) if it contains emblems or words reserved for Government use, *e. g.* Imperial or official seals, the national standard or military flags, or decorations conferred for merit;

(c) if it is *identical with another trade mark* for which application for use on the same or similar goods has already been made;

(d) if it is an "*open mark*", *i. e.* a mark which all or certain classes of traders are in the habit of using on goods of the same kind, and which by those engaged in trade is not considered as a proprietary mark;

(e) if it contains no distinctive feature.

Only (c.) and (d.) contain material alterations.

Trade marks that have been in use in China for more than two years, will be dealt with in art. 26.

Both the Deutsche Vereinigung and the China Association desire that "open marks" should be refused registration.

It has been suggested to add to article 8 (an appliction to register a mark will be refused on the following grounds:)

(f) if it injures the legitimate interests in China of other parties,

and to supplement article 13 by subjoining

that the cancellation of a registered mark can also be demanded if proof can be adduced that the registration thereof would be calculated to injure the legitimate interests in China of other parties.

This alteration would be in accordance with the *English law,* which lays down that the effect of registration is only the prima facie evidence that the party for whom a mark is registered, is entitled to the exclusive use thereof. But any person whose legitimate interests are injured by the registration, may disprove the registered party's claim to the mark.

This regulation has the advantage of entitling the legitimate owner of a trade mark at any time to claim his prior right to a trade mark though his mark should not have been registered.

On the other hand, a similar provision would be a perpetual source of law-suits and would materially lower the value of registration. This consideration is responsible for the fact that in *Germany* and other countries a right to the *exclusive* use can only be acquired by *registration;* and registration is, in general, governed by priority of application. In order to prevent hardship, it was provided that trade marks which before the enacting of the law were regarded by those concerned as marks of the goods of a particular firm, could not be registered by another party if the legitimate owner applied for registration within a fixed time.

This principle has been adopted in article 26 of the present Proposals. Whoever, therefore, elects not to register a mark which is of value to him, has himself to bear the consequences of his neglect. Since it

9.—The term during which any merchant, Chinese or Foreigner, may be allowed exclusive use of a trade mark shall be twenty years beginning with the date of registration by the Bureau. But trade marks already registered in another country, and for whose registration here application shall have been made according to the Regulations, shall be allowed a term of exclusive use corresponding to that provided for in the registration abroad. (But in no case shall such term extend beyond twenty years.)

10.—If after the expiration of the term of exclusive use it should be desired to extend such term, and application for a renewal of registration be made within six months before the expiration of the term of exclusive use, such application for renewal may be allowed.

is provided that this law shall be promulgated one year before its coming into force (article 24), any person is enabled to make himself familiar with its tenor.

If the addition, as suggested, be embodied in the law, it must be demanded that, in order to prevent any uncertainty with regard to rights in trade marks, cancellation of a trade mark on the ground stated in article 8 (f) can only be claimed within three years from the date of registration.

9.—The term during which protection will be accorded to a registered trade mark shall be twenty years from the date of registration.

The second paragraph of the Provisional Regulations has been eliminated. as there is no reason why the period of protection for a trade mark registered in a foreign country, should be determined in China, at the time when it ceases to enjoy protection in the foreign country.

10.—The registration of a trade mark can be renewed at the request of the owner of the mark.

One year *before the expiration* of the term of protection the Registrar shall write to the owner of the mark *requesting him to declare* whether or not he intends to apply for *renewal of registration*. If the renewal shall not have been applied for within six months from the date of the receipt of the Registrar's notice, the trade mark will be cancelled on the register at the expiration of the term of protection.

The term of protection will in no case end before the expiration of one year from the receipt of such notice.

The regulation proposed in the second and third paragraphs of this article is a suggestion emanating from English sources, and adopted by the "Deutsche Vereinigung". It corresponds with English procedure.

11.—Should the owner of a trade mark already registered desire to sell to some one else the right to its exclusive use, or should he find it necessary to share its exclusive use with others, he must at once make application at the Bureau of Registration for registration of the change.

12.—If any trade mark already registered shall be found to violate the provisions of (i), (ii) and (iv) of Regulation 8, the Bureau of Registration may cancel the registration of such trade mark.

13.—If a trade mark already registered shall be found to violate the provisions of Regulation 6, or those of (iii) of Regulation 8, the injured party may make application to have the registration of such trade mark annulled. But this provision shall not apply to any trade mark already registered for three years.

14.—If, upon application having been made for the registration of a trade mark, the Bureau of Registration shall find that such trade mark does not comply with the requirements, the Bureau shall endorse clearly upon the rejected application the reasons for refusing registration.

11.—If the right in a registered trade mark be wholly or partially *transferred to another firm*, such transfer requires to be registered.

In foreign firms in the East partners change so frequently that to require re-registration every time a partner enters or leaves a firm would be unnecessary and vexatious.

The Shanghai General Chamber of Commerce has expressed a similar view.

12.—If a trade mark has been registered in contravention of the provisions of art. 8(*a*) *and* (*b*), the Registrar may cancel the registration of such trade mark.

This article states the grounds on which the Registrar may ex officio cancel a trade mark; it is, accordingly, confined to those cases where public interests are involved.

It seems, therefore, preferable to deal with absence of distinctive features (art. 8 (IV) of the Provisional Regulations and 8(c) of the present Proposals) in art. 3.

13.—Anyone who considers himself injured by the fact that a trade mark has been registered in contravention of art. 6 or art. 8(*c*), (*d*) *or* (*e*) is entitled to make application to have such registration cancelled.

This article enumerates the cases in which it may be left to the parties concerned themselves to take the necessary steps for the protection of their interests.

There is, however, no reason for limiting the time within which such application has to be made, as is done in art. 13 of the Provisional Regulations.

Cf. the Suggestion referred to in art. 8.

14.—Whenever the Registrar refuses to register a trade mark, or *cancels the registration of a mark or disallows an application for cancellation*, he shall communicate to the parties interested, in writing, his grounds for such decision.

15.—Any person unwilling to submit to the refusal mentioned in the preceding Regulation may within six months after the date of the said refusal present a statement of facts, and request the Bureau of Registration to reconsider the application.

In terms of the Provisional Regulations the Registrar was only called upon to state the grounds for his decision in cases where he refused to register a mark. It is, however, advisable to call upon him to do so whenever material interests of the parties concerned are involved.

15.—If the Registrar refuses to register a trade mark, or cancels the registration of a mark or disallows an application for cancellation, any person objecting to the Registrar's ruling has the right *to bring the matter before* a properly constituted *Court of Appeal.* Every appeal must be lodged within six months from the day of the receipt of the Registrar's notice.

The Court of Appeal shall be composed of *three members* of the Bureau of Registration *who possess the necessary legal and technical qualifications.* The Registrar to whose ruling objection is made, must not sit in the case.

If the *parties be foreigners*, the President of the Court will sit with the *Consuls concerned or their deputies* in lieu of the two other members of the Court. If one party be not represented by a national authority, a member of the Bureau of Registration will sit instead of the Consul.

If the ruling to which exception is taken, solely concerns the party aggrieved, the Court will invite the Consular Authority of an outside nation or his representative to act as second Assessor. The Consular Body will nominate at the beginning of each year their delegate for the purpose aforesaid.

A Court of Appeal has been called for both by the Deutsche Vereinigung and the Shanghai General Chamber of Commerce.

It will not be difficult to obtain qualified judges for the Court, provided the Chinese Government will forthwith send officials to the principal foreign countries for the purpose of making themselves familiar with all matters connected with trade mark legislation.

16.—If in any application for the registration of a trade mark, the owner of the trade mark shall not be in China, or if he should reside at a considerable distance from the Bureau of Registration, he must select a reliable friend, and report him as his agent or representative.

17.—Should any one desire to make a copy of any records in the trade mark registration files, or examine the same, he may make application for such privilege either at the Bureau of Registration or at one of the Branch Offices. If he shall reside at a considerable distance his agent or representative may make such application.

18.—The Bureau of Registration shall publish trade mark reports, announcing therein for the information of the public, what trade marks have been registered and the circumstances connected with the cancellation of any registration.

19.—Should any one infringe the right to the exclusive use of a trade mark, the owner thereof may bring suit against the offender, who shall be required to pay damages if investigation sustain the charges made.

20.—In case of a suit for the infringement of a trade mark, procedure shall be as follows:—(1) If the defendant be a foreigner, the local Magistrate shall send a despatch informing the Consul of defendant's nationality, and shall sit with him in a trial of the case. (2) If the defendant be a Chinese, the Consul concerned shall send a despatch informing the local Magistrate, and shall sit with him in a trial of the suit. (3) If both parties to the suit should be foreigners, or if both parties should be Chinese, immediately upon information being given of the infringement, the Court or officer having jurisdiction will take action as required, so that due protection may be given.

The composition of the Court of Appeal has been modeled on the lines of the Mixed Court in Shanghai.

16.—No alteration.

17.—The words "or at one of the Branch Offices" must be Eliminated.

18.—No alteration.

19.—No alteration.

20.—In the event of any infringement of these Regulations the procedure will be as follows:—

(a) if the offender be a foreigner, the Registrar shall move the offender's Consul *to deal with the case according to the Treaties;*

(b) if the offender be a Chinese and the injured party a foreigner, the Registrar shall communicate with the Consul concerned and the Chinese Authorities in order that a joint investigation may take place;

(c) if both the offender and the injured party be Chinese the Court having jurisdiction will afford all necessary protection.

21.—Any one guilty of any of the following offences may be punished with not more than one year's imprisonment, and not more than Three Hundred Taels fine, but no action shall be taken against any such offender, except after suit duly brought by the injured party:—

(i) Imitation of another's trade mark with the purpose of using such imitation upon the same sort of goods as that on which the original is used, or selling such imitation.

(ii) Making an imitation of another's trade mark and using the same upon the same sort of goods as those upon which the original is used, or with a knowledge of the circumstances selling such goods or storing them with the intention to sell.

(iii) Using the imitation of another's trade mark as a shop sign in advertisement or placard.

(iv) While knowing that the receptacle used by another (such as large or small box, bottle, jar, etc.) or the wrapper bears a registered trade mark, yet using the same for goods of the same sort as the originals; or, while knowing the circumstances, selling such goods.

(v) Purposely importing such goods into any port, knowing well that such action will injure (the sale of) another's goods which bear a registered trade mark.

(a) and (c) have been slightly altered.

The wording of the Provisional Regulations (i) "shall sit with him in a trial of the case" is misleading. It is, therefore, advisable to refer to the Treaties in accordance with the Correspondence between Sir Ernest Satow and Prince Ching of the 18th and 29th of August 1904 (cf. pp. 47 and 48).

In (c) there is no need for mentioning the case of both parties being foreigners, since the Regulations are concerned solely with Chinese.

21.—No alteration.

22.—When on account of the circumstances set forth above such counterfeit trade marks, or the instruments used in making them are seized and confiscated, the goods, receptacles and signs bearing such trade mark, since it cannot be distinguished from the genuine, shall all be destroyed.

23.—Fees for application, registration and issue of certificate, etc., shall be paid by all persons, whether Chinese or foreign merchants, as follows:—

(i).—Application Fee .	Kuan-p'ing Tls.	5.00	each mark.
(ii).—Fee for registration and issue of Certificate . . .	„	„ 30.00	„
(iii).—Registration of transfer of rights, by contract of sale or partnership .	„	„ 20.00	„
(iv).—Application for extension of expired term and renewal of registration . . .	„	„ 25.00	„
(v).—Copy of record of registration of trade mark . . .	„	„ 2.00	„
(for every 100 characters over 100, 50 tael cents additional).			
(vi).—Examination of Records, for each half-hour . . .	„	„ 1.00	„
(vii.)—Duplicate lost Certificate . . .	„	„ 10.00	„
(viii).—Filing complaint of infringement .	„	„ 5.00	„
(ix).—Application for reconsideration of rejected trade mark	„	„ 5.00	„

22.—No alteration.

23.—Scale of Fees to be paid to the Bureau of Registration:—

	H. Tls.
1.—For every application	5.00
2.—For registration and issue of Certificate .	10.00
3.—For transfer of rights, in cases where registration is required (art. 11) . .	5.00
4.—For renewal of registration	10.00
5.—For every copy of a document	2.00
If above 100 characters, for every additional 100 characters	—.50
6.—For inspecting register, every hour or part thereof	1.00
7.—For renewal of lost certificate	5.00
8.—For reporting infringement (art. 20 and 21)	5.00
9.—For lodging appeal (art. 15)	10.00

(x).—Application for cancellation of Registry	Kuan-p'ing Tls.	30.00 each mark.
(xi).—Transfer of certificate to heirs .	„ „	5.00 „

10.—For application to cancel registration
(a) made by the owner of the mark . 5.00
(b) made by a third party 10.00
11.—For transfer of certificate to heirs . . . 5.00

The *fees* enumerated under *8, 9 and 10(b)* shall be paid by the *party found to have been at fault.*

If an application be made for recording a *mark* in which *prior rights exist* (art. 26), the *application fee* shall be *paid* only in cases where registration is *refused.*

If *sereral such marks* be entered for the *same owner,* he shall pay an *initial fee* of H. Tls. 10.00 and H. Tls. 5.00 for every additional mark.

In the case of an application or registration or renewal of a trade mark (Nr. 1,2 and 4) for *more than one class of goods,* H. Tl. 1.00 shall be paid for every additional class of goods on application and H. Tls. 5.00 on registration and renewal.

The fees as proposed above are still considerably higher than those levied *e.g.* in Germany and England. But since the establishment of the Bureau of Registration will, in all probability, entail considerable expense on the Chinese Government, it would not be fair to demand a further reduction.

The fees for marks already in use in China (cf. art. 26) have been fixed in accordance with the recent proposals of the China Association.

The payment of a moderate additional fee whenever registration is demanded for several classes (cf. last paragraph of this art.) is advisable as being likely to prevent applicants from demanding registration of a trade mark for classes in which it is never intended to be used.

23a.—Any person *using unlawfully the Trade- or Hongname* of another person on goods or on the covering of goods or in public advertisements shall be liable to pay damages to the injured party.

The provisions of art. 19, 20, 21 and 22 shall apply *mutatis mutandis.*

24.—These Regulations shall be of force from and after Kuanghsü, XXX Year, Ninth Moon, 15th Day (Oct. 23rd, 1904).

Hitherto hongnames have, at times, been protected by virtue of Proclamations issued by the Chinese Local Authorities. Since, however, in future trade marks will be protected by law, it is advisable to include trade- and hongnames in the provisions of the law.

Traders have frequently demanded that legal protection be accorded to their tradenames, inasmuch as the law of tradenames is the necessary complement to the law of trade marks. For goods are known as the goods of a certain trader not only by means of trade marks but also by means of European or Chinese tradenames.

On the other hand it would not be advisable to allow trade- and hongnames to be registered, since the law of tradenames is only partially correlated to the law of trade marks and does not, therefore, as far as general principles are concerned, come within the scope of these Regulations. In the Regulations as here proposed only those cases are, therefore, dealt with where a trade- or hongname is used in connection with goods.

Whether the use of a trade- or hongname is unlawful or not, thus becomes a question of fact to be decided on the merits of each individual case.

It might be added that according to the German Trade Mark Law tradenames are similarly protected.

24.—The above Regulations shall *come into force one year after being promulgated in the "Peking Gazette."*

No registration shall take place before the expiration of the six months during which *the registration of the marks enjoying prior rights (cf. art. 26) may be opposed.*

It is desirable that an official text of the Regulations be published.

What took place last year goes to show that a law of such far-reaching importance cannot be introduced without adequate preparation having been made beforehand. It is in the interest of all concerned, and more

25.—Inasmuch as mutual protection is required by the treaties, if, before the Bureau of Registration shall have entered upon its duties, request for the registration of any trade mark shall have been presented at any yamen having jurisdiction, the Bureau shall regard the application as having been already properly made.

26.—If within six months after the Bureau shall have commenced operations, application shall be made for the registration of trade marks which were already registered in another country before the Bureau began its work, the Bureau shall recognize such trade marks as entitled to precedence.

particularly in the interest of the Bureau of Registration itself that ample time should be allowed between the promulgation and the actual coming into force of the law.

It is further necessary that a year's notice prior to the coming into force of the law be given, seeing that the period, within which application to have marks enjoying prior rights recorded (cf. art. 26) has been cut down.

The last paragraph of art. 24 corresponds with what was called for by the "China Association."

TRANSITIONAL PROVISIONS.

25.—All *applications* for registration made through the proper Chinese Channels *before the coming into force of these Regulations*, shall be considered as having been made *on the day of the coming into force* of the Regulations.

According to this art. all applications made before the coming into force of the Regulations shall be considered valid, prior application, however, conferring no rights of priority.

This regulation is founded on the universally acknowledged principle that laws shall not have retrospective force.

26.—*Prior rights* shall be accorded to the following marks:—

a. those which were *registered in a foreign country on the 1st of January 1903* and have since been *used in China;*

b. those in respect of which, while not registered in a foreign country, a particular firm can prove to have claimed rights of exclusive use for certain classes of goods prior to the 1st of January 1903 and since then used by the

claimant in China,
provided registration of them is applied for *within three months* from the day of coming into force of the Regulations.

Marks under b. can claim priority only *if the Chinese or Foreign Tradename* of the owner of the mark is added to them,

Marks enjoying priority according to this article shall be *published* in the official Trade Marks Gazette within three months from the day of application. If no opposition be made within six months from the day of publication, these marks will be *recorded in a special register.*

Such *recording* may only be *refused* if it be proved that

1, there is a *ruling of the Court having jurisdiction* that the applicant is not entitled to the use of the mark;

2. the mark was *not registered* in a foreign country by the date as fixed under a.;

3. it has *not been used* in China within the period of time mentioned under a. and b. for the goods enumerated in the application.

The recording of a mark *cannot be refused* on the ground of its being *similar to or identical with another mark.*

The idea underlying the above regulation is, that marks which have already been in use in China should receive preferential treatment. An attempt at attaining this object was made in art. 8(c.) and 26 of the Provisional Regulations; but the wording as well the purport of those articles are open to doubt.

One of the results of the evolution of Foreign Commerce in China is that a number of identical or similar trade marks are at present in use side by side. This fact must be taken into account by the legislator, and nothing is more to be deprecated than an interference with established custom and vested rights.

27.—Although before the Bureau shall have been established various officials may have issued proclamations giving protection to various trade marks, such marks shall not receive the benefit of protection unless within six months after the opening of the Bureau application shall have been made for registration according to the provisions of these Regulations.

28.—The provisions of the three regulations immediately preceding are independent of the requirements of Regulation 5.

All of the above regulations are to be put into operation experimentally. Matters not fully provided for in them may be taken into consideration, and rules referring to them be added after these shall have gone into effect.

In conformity with the proposals of the China Association it is, therefore, contended that before proceeding to the registration of new trade marks, the *status quo ante* should be safeguarded. A certain date for trade marks registered in foreign countries has been adopted for the purpose of preventing abuse, for it is not impossible that, when it became known that a Trade Mark Law was about to be enacted, registration should have been obtained in some foreign country or other with a view to basing on such registration a claim to priority of rights in China, which could not, by other means, have been acquired.

The fact that the marks dealt with under b. are in many instances similar or identical is responsible for the proviso that such marks shall have the Chinese or Foreign Tradename added to them; the tradename will, to some extent, serve the purpose of differentiation.

27.—No alteration.

28.—Eliminated.

DETAILED RULES IN CONNECTION WITH REGISTRATION.

1.—Every petition relating to a trade mark, and every document describing a trade mark must be complete in itself, and must give clearly the surname and personal name of the applicant, his residence and the date (year, month and day), of his application. The application and description must be written in the Chinese character. Should they be written in a foreign language they must be accompanied by Chinese translations.

2.—All applications must be written out in accordance with the prescribed forms which are annexed to these rules.

3.—Should application be made through an agent or representative, he must present for examination his evidence of authority to act.

4.—When a branch office of application receives an application, it must keep on file the duplicate copy, and send the original to the Bureau of Registration.

DETAILED RULES IN CONNECTION WITH REGISTRATION.

1.—Applications relating to trade marks must be dated and state the name and residence of the applicant.

The application must be accompanied by a *block* of the trade mark. (cf. art. 5 of the Regulations and art. 16 of the Detailed Rules.)

Considering the great number of foreign trade marks it is hardly practicable to say that all applications shall be made in the Chinese language. It is, therefore, advisable not to lay down a hard and fast rule, but to let future cases be decided in the light of practical experience.

Besides, the Trade Mark Laws of other countries do not contain any provisions of this kind.

A trade mark block seems necessary as the applications are to be published.

2.—No alteration.

3.—No alteration.

4.—When an *Imperial Maritime Customs Office* receives an *application*, it shall enter thereon a number and the date of receipt, and *forward it without delay to the Bureau of Registration.* The day on which the application is received at the I. M. C. Office shall be considered as the date of application.

Cf. art. 8 of Detailed Rules.

5.—When the Bureau of Registration receives an application it shall enter thereon a number which it shall report to the applicant, and thereafter should it be necessary to send any further petition relating to the trade mark, the original number given shall be used in said petition to facilitate examination by the Bureau.

6.—When any petition is presented relating to a trade mark already registered, said petition must use the *Registration* number.

7.—If application shall have been made in the first instance, through a branch office of application, thereafter all documents relating to said trade mark, as well as the trade mark block, trade mark fees, etc., shall be forwarded through the said branch office of application.

8.—The branch offices of application shall each keep a record in which it shall enter clearly the order in which applications are received, the important points of the application, and the action taken thereon, whether granting or refusing registration.

9.—When application is made for the registration of a trade mark already registered in a foreign country, a copy of the stamped certificate issued by the foreign Government must be submitted.

10.—When application is made for the extension of the period of exclusive use, the certificate of registration must be sent for examination. If a foreign Government shall already have consented to an extension of the period of exclusive use, a copy of the permit granting such extension must also be snbmitted.

11.—If any application relating to a trade mark or any document describing a trade mark be indistinct or incomplete, the Bureau of Registration may fix a

5.—No alteration.

6.—No alteration.

7.—Eliminated
Cf. art. 4 of Detailed Rules.

8.—The *I. M. C. Offices* shall *keep a record* in which the name and residence of the applicant, and the date, hour and number of the application made through the Office (cf. art. 4 Det. Rules) shall be entered.

The records of the I. M. C. Offices are kept for the purpose of checking applications.

Such record will render superfluous the sending in of a duplicate of the application. Cf. art. 4 of the Provisional Regulations.

9.—No alteration.

10.—The second paragraph is eliminated.

There is no reason for submitting the foreign certificate of renewal, since the renewal of registration of the trade mark in a foreign country does not establish preferential rights in China.

11.—No alteration.

time in which the applicant shall be required to correct or complete such document and return it.

12.—Whenever any applicant for registration, or a petitioner or complainant in any other matter shall not take action within the time specified in the registration Regulations or otherwise determined in special instances by the Bureau of Registration (such as the extension of the time limits in special cases on account of distance from the Bureau or difficulty of communication), it will not be necessary to consider such petitions.

13.—The Bureau of Registration having examined, and found nothing objectionable in the trade mark for which registration is asked, shall thereupon grant registration and notify the applicant. The applicant upon receipt of the above-mentioned notice, shall, within the time specified by the Bureau of Registration, send to this Bureau or to the branch office of application concerned, the registration fee, the trade mark block and the above-mentioned notice.

14.—The Bureau of Registration or the branch office of application having received the registration fee and the trade mark block, shall stamp upon the face of the notice before-mentioned, a receipt in full, and return it to the applicant. If the branch office shall have received the above-mentioned fee and block, it shall at once report the same to the Bureau of Registration. All trade mark blocks received during any month shall, at the end of the month, be forwarded to the Bureau of Registration to be preserved in that office, so that impressions of them may be published in the reports. The total amount of moneys received in any month as application and registration fees shall also, at the end of the month, be transmitted to the Bureau of Registration.

15.—The applicant having complied with the requirements of the second paragraph of Rule 13, the Bureau of Registration shall thereupon grant him registration, and give to him a certificate.

12.—No alteration.

13.—If an application is in order and no opposition has been made to registration (art. 5 of the present Proposals), the Bureau of Registration will *notify the applicant*, at the same time requesting him *to pay the fees* within a reasonable time.

14.—eliminated.

The formalities provided for in the Provisional Regulations are unnecessary if the Branch Offices in Shanghai and Tientsin are dispensed with.

15.—In conformity with the alteration proposed in art. 13 the words "the second paragraph of" must be eliminated.

16.—All trade mark blocks, whether made of wood or metal, shall measure four inches in length by three inches in breadth, and three-fourths of an inch in thickness.

17.—Any one who may petition for the cancellation of the registration of a trade mark, in accordance with Article 13 of the Provisional Regulations for the Registration of Trade Marks, must prepare his petition in duplicate. The petition must set forth in detail the reasons for cancellation, and if there be any article that may be submitted in evidence, it must be sent for examination with the petition.

18.—Should the circumstances provided for in the foregoing article occur, on the presentation of the petition, the Bureau of Registration shall file the original copy and send the duplicate to the defendant in the case, requiring him within a fixed time to make reply, and after comparing the statements of the two parties, shall take action in the matter.

19.—Should the registration of a trade mark be cancelled, or the owner of a trade mark cease to use it, or should he close out his business, the Bureau of Registration shall at once require the return of the certificate.

16.—No alteration.

17.—The expression "Provisional" would have to be eliminated, since a law like the present one cannot be introduced provisionally.

18a.—All *appeals* against the ruling of the Registrar (art. 14 and 15 of the Provisional Regulations) must be lodged with the *Court of Appeal in duplicate* The petition must contain a clear statement of the grounds on which the appeal is made, make a definite request and indicate the articles to be submitted in evidence.

The procedure proposed in art. 18a and 18b is in conformity with that provided for in the case of a petition addressed to the Registrar for the cancellation of registration.

18b.—The *Court of Appeal* will file one copy of the petition. The second copy will be sent *to the other party* with the request to make reply within a fixed time.

The *decision* will be given after *a hearing of both parties.*

19.—No alteration.

20.—When the exclusive right to the use of a trade mark is transmitted to heirs, they must present evidence of the fact to the Bureau of Registration with a petition requesting a change in the certificate of registration.

21.—Whenever, in accordance with the provisions of Article 11 of the Provisional Regulations of the Bureau of Registration, the registered owner of a trade mark shall desire to transfer the trade mark to others, or to share the right to it with some other person or persons, he must present a petition to that effect in which the names of the transferee and transferor shall be plainly written, and which shall be signed by both of them. He must also send to the Bureau of Registration the certificate of registration and a copy of the contract entered into to be placed upon file for examination. If the trade mark be one which has been registered abroad, he must also send a copy of the certificate issued by his Government.

The foregoing requirements having been fulfilled an endorsement to that effect shall be made upon the original registry, and afterwards added also upon the back of the certificate of registration, which certificate shall be returned to the original petitioner.

22.—Should any change be made in the residence of the owner of a registered trade mark, or in his representative or agent, the fact must be at once reported.

23.—Every applicant must report the particular kind of goods upon which he proposes to use his trade mark according to the classification* appended to these rules. If he should be unable to determine to which class the goods belong, the Bureau of Registration shall decide the matter for him.

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* The classified list which follows is in the main, if not altogether, a copy of a Japanese list, and the Japanese terms are retained, which in many instances are not those commonly used in China. This has made it somewhat difficult to determine in some places just what article is meant.

20.—No alteration.

21.—Whenever the *transfer of the right in a mark* requires to be registered (art. 11 of the Provisional Regulations) a *joint application* by the parties concerned must be sent in accompanied by the certificate of registration.

The transfer shall be entered on the register and endorsed on the back of the certificate.

The Provisional Regulations prescribed that the agreement between the parties and in the case of a trade mark registered abroad also the foreign certificate of registration should be sent in. Neither of these formalities can be justified on grounds of expediency. The fact of the application being made by the parties conjointly should be a sufficient guarantee of good faith. Nor does there seem to be any reason why the foreign certificate of registration should be presented. For after a mark has once been registered in China, the information contained in the foreign certificate can be of no practical value to the Registrar.

22.—No alteration.

23.—No alteration.

CLASSIFICATION OF GOODS ON WHICH TRADE MARKS MAY BE USED.

1.—Chemicals, Medicines, Drugs and Goods used in the Treatment of Disease:—

Such as acids, salts, alkalis, gums, phosphorous, soaps, spirits of wine, table salt, lime, sulphur, mineral waters, all sorts of drugs, prepared medicines, such as pills, powders, plasters, and pellets, bandages, gauze, absorbent cotton and sponges.

(All articles used by physicians and surgeons.)

2.—Dyes, Paints and (Color) Pastes:—

Indigo, * bluing, "purple root," † malachite green, Prussian blue, vermilion paint, varnish §, oil paints, shoe polish, etc.

3.—Perfumes, Cosmetics, and Substances used in the Treatment of the Teeth, Hair and Skin:—

Perfumery, perfumed oil, hair ointment, incense, face washes, tooth powders, face powders, etc.

4.—Metals and Materials made from them:—

Cast iron plates, wrought iron, steel, nail rod iron, sheet iron wire, copper, copper bars, copper wire, pure lead, lead castings, tin, mixed metals, etc.

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* The word used here, "lan" and that following which I have translated "bluing," are both used interchangeably for the real indigo and for products of the Polygonum tinctorium, Isatis tinctoria, and other plants which produce a blue dye.

† Probably the Lithospermum erythrorhizon, much used in China for purple dye.

§ Literally "false lacquer."

5.—Wares Manufactured from Metals:—

Cast articles and wrought articles.

6.—Edged and pointed Tools:—

Sickles, saws, chisels, awls, engraving tools, axes, razors, needles, nails, etc.

7.—Precious Metals, Gems and Goods manufactured from them, together with Goods of Genuine Ivory:—

Gold, silver, platinum, "purple copper," diamonds, red coral, cornelian, crystal, etc.

8.—Minerals and Other Materials used in Building and Decoration:—

Cement, calcimine, plaster of Paris, resin, etc.

9.—Porcelain and Earthenware:—

Crockery, porcelain, earthenware, tiles, bricks, etc.

10.—Cloisonné.

11.—Glass and Glassware:—

Plate glass, glass tubes, glass globes, etc.

12.—All sorts of Machines, and their various Parts:—

Steam engines, boilers, gas engines, hydraulic machines, looms, spinning machines, printing presses, etc.

13.—Agricultural Implements:—

Ploughs, hoes, spades, winnowing fans, hammers, * etc.

14.—Machinery and Apparatus used in Chemistry and Physics, in Medicine and Surveying, and in teaching the Young, as well as Machines and Measures. (Including optical instruments and instruments for calculation).

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*The word is also used for mallets and rammers.

15.—Musical Instruments.

16.—Time Pieces and Goods connected with them.

17.—Ships and Carriages:—

Bicycles, automobiles, boats, railway carriages, carriage wheels, etc.

18.—Small Arms and Cannon, Shot and Explosives.

19.—Tobacco.

20.—Tea and Coffee.

21.—Cows' Milk and Articles Manufactured therefrom:—

Fresh milk, tinned milk, butter, etc.

22.—Grain, Vegetables and Seeds (including Grain Flour and Bean Flour):—

The "five grains," vegetables, mushrooms, bamboo shoots, field and garden seeds, wheat flour, beans, etc.

23.—Food Materials and Condiments:—

Meats, eggs, tinned foods, tea dainties, fruits, bread, mustard, pepper, etc.

24.—Silk Worms' Eggs, Wild Silk Worms' Eggs, and Cocoons.

25.—Cotton, Hemp, China Grass, Feathers, Hair and Bone.

26.—Raw Silk, Silk Twist, and Silk of Wild Worms (including Gold and Silver Thread).

27.—Cotton Yarn.

28.—Woollen Yarn.

29.—Linen Thread and Threads not classed under Nos. 26, 27 and 28.

30.—Silk Goods and Articles Manufactured therefrom.

31.—Cotton Goods and Articles Manufactured therefrom.

32.—Woollen Goods and Articles Manufactured therefrom.

33.—Linen Goods and Articles Manufactured therefrom.

34.—All woven Fabrics not included in 30, 31, 32 and 33, and Articles Manufactured therefrom.

35.—Artcles made of Thread by Knitting and Knotting.*

36.—Clothing:—

Hats, gloves, hosiery, garments, etc.

37.—Fermented Stuffs and Liquors:—

Soy, vinegar, grape wines, grain liquors, etc.

38.—Sugar and Honey:—

White sugar, candy and honey.

39.—Stationery, Paper and Goods made of Paper:—

Pens, ink, ink-stones, slate pencils, lead pencils, sealing paste, † paper, parchment paper, oiled paper, account books, etc.

40.—Leather and Articles made therefrom (including Leather Trunks, Bags, etc.)

Furs, soft leather, ordinary leather, § harness, leather belts, boots, trunks, bags, etc.

41.—Fuel:—

Coal, coke, kindling, charcoal, candle wick.

42.—Pen-work and Printed Articles:—

Photographs, books, newspapers, maps, pictures, etc.

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*Probably includes laces, nets, fringes, etc., as well as knitted goods.

† The red coloring used for Chinese and Japanese stamps and seals.

§ The two terms which I have translated "soft leather" and "ordinary leather" are synonymous in Chinese, but the latter is the ordinary term for leather in Japanese, and the former probably has some technical significance there, which I have failed to discover.

43.—Toys and Games:—

Rubber balls, dominoes, images and billiard apparatus, etc.

44.—Shells, Horn, Teeth and Articles made from them, as well as Imitations.

45.—Straw and Straw Goods:—*

Wheat straw, matting, rope, wicker-work, straw braid, etc.

46.—Umbrellas, Walking- Sticks, Outing Goods, and All Sorts of Fans.

47.—Lamps and their various Parts:—

Foreign lamps, candlesticks, lanterns, etc.

48.—Brushes and False Hair.

49.—Wood, Bamboo, and Rattan, and Wares made from them (including Wood Bark and Bamboo Bark):—

Wood, bamboo, rattan, chairs, tables and cooperage, etc.

50.—Goods made from Gum Trees.

51.—Matches.

52.—Oils and Waxes.

53.—Fertilizers.

54.—All Articles not included in the Foregoing Classes.

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* The term straw covers stems of other plants than grains.

CORRESPONDENCE BETWEEN SIR ERNEST SATOW AND PRINCE CHING.

Copy.

SIR ERNEST SATOW TO PRINCE CH'ING.

Peking, August 18th, 1904.

YOUR HIGHNESS,—My attention has been drawn to the wording of Article 20 of the Provisional Regulations for the Registration of Trademarks forwarded to me in your Highness's Note of August 12th.

This Article lays it down that suits for infringement of trademarks will be conducted as follows:—

(*a*) If the defendant be a foreigner, the local authorities will move the Consul concerned to hold a joint investigation and trial.

(*b*) If the defendant be a Chinese, the Consul concerned will communicate with the Chinese Authorities to hold a joint investigation and trial.

It is possible that the draughtsman who prepared the Regulations had in his mind the Chinese text of the 16th Article of the Treaty of Tientsin between Great Britain and China, but I beg to remind Your Highness of the interpretation of that Article, laid down in Section 2 of the Chefoo Agreement of 1876, namely that as long as the laws of the two countries differ from each other, there can be but one principle to guide judicial proceedings in Mixed Cases in China, namely that the case is tried by the official of the defendant's nationality, the official of the plaintiff's nationality merely attending to watch the proceedings in the interests of justice, and that the law administered will be that of the nationality of the officer trying the case.

I trust to receive from Your Highness an assurance that this is the sense in which Article 20 of the Trade mark Regulations is understood by the Chinese Government.

Copy.

PRINCE CH'ING TO SIR ERNEST SATOW.

August 29th, 1904.

YOUR EXCELLENCY,—I have the honour to acknowledge receipt of your Excellency's Note of August 18th, enquiring whether Article 20 of the Trademark Regulations is understood by the Chinese Government in the sense of the interpretation of the principle of joint investigation laid down in Section 2 of the Chefoo Agreement.

In response to our enquiries the Board of Commerce has replied that the principle laid down in Sub-Section 3, Section 2 of the Chefoo Agreement with regard to judicial proceedings in Mixed Cases, being in itself so eminently reasonable, should of course be duly followed by both sides in questions affecting Article 20 of the Trademark Regulations, which Article was drafted with the above-mentioned Treaty provision in view.

I have the honour therefore to reply to Your Excellency in the above sense.

LETTER OF THE SHANGHAI GENERAL CHAMBER OF COMMERCE TO SIR ERNEST SATOW.

SHANGHAI GENERAL CHAMBER OF COMMERCE.

TRADE MARKS REGULATIONS.

As the outcome of the deliberation of the Sub-Committee appointed by the Special General Meeting held on 22nd ult., the following letter has been forwarded to the British Minister, through H.B.M.'s Consul-General, Sir Pelham Warren K.C.M.G., and is now published for general information.

LESLIE J. CUBITT.
Secretary.

Shanghai, 30th September, 1904.

To His Excellency
SIR ERNEST SATOW, G.C.M.G.
H.B.M.'s Minister Plenipoteniary,
PEKING.

YOUR EXCELLENCY,—I have now the honour to lay before you in detail, the views of this Chamber regarding the Provisional Regulations of Trade Marks, which Regulations were submitted to the consideration of a Special General Meeting of Members on 22nd inst. A copy of the Minutes of that Meeting are enclosed herewith for reference.

The convening of that Meeting had its origin in the receipt by this Chamber of a communication from Mr. J. W. Jamieson, H.B.M.'s Commercial Attaché, stating that he had received a telegram from Your Excellency to the effect that regarding the postponement of the coming into force of the Regulations for six months, as requested by this Chamber and other Commercial Bodies, you would find yourself in a better position to formulate a request to the Chinese

Government, were you placed in possession of the views held by the Chamber of Commerce and other Commercial Bodies on the various points requiring, in their opinion, further consideration, and should you consider them of sufficient importance to warrant a re-opening of the question.

I beg to say by way of preface, that there is no feeling of antagonism among the mercantile community here on the subject of Trade Marks legislation generally—on the contrary, the desire is as strong as ever, to have the provisions of Clause VII of the British Treaty of 1902 given effect to by an effective system of registration at a reasonable fee. I would also add that, in reading the Regulations and criticising them, this Chamber has adhered solely to the translation made by Mr. J. W. Jamieson—copy of which I have the honour to enclose.

I think it of importance that this should be mentioned, as there are other translations, emanating from official sources which differ in some respects from that which has been laid before this Chamber, and it is possible that some of the clauses which now appear ambiguous, may be capable of explanation in this way.

The grounds on which the request for postponement is based are, that further consideration is deemed advisable on the following points and that as many firms and individuals here are acting as Agents for others in Europe, there is not sufficient time before 23rd October for those so situated to consult their principals and to receive their istructions.

THE REGISTRAR—It is not stated in the Regulations whether this official is to be a Chinese or a Foreigner, nor is any provision made for appeal against the Registrar's ruling to a higher authority—a reconsideration of ruling by the Registrar himself only, being referred to in the scale of Fees.

The Chamber respectfully urges the importance of the Registrar being a Foreigner who shall be an

expert in the matter of Trade Marks, and the desirability of Appeal from the Registrar's ruling to the Foreign Ministers at Peking.

LANGUAGE.—The Regulations, as they stand require that Foreign Applications be accompanied by Chinese translations. This Chamber is of opinion that Foreign Applications and all Foreign Correspondence should be admitted in the English language only for the followlng reasons.—

(a) According to Clause VII of the British Treaty 1902, the Registration Offices are to be under the Imperial Maritime Customs. In all Departments of the Customs, English is the universal language for the transaction of business with Foreigners and there would appear to be no sufficient reason why an exception should be made in respect of the Registrar's Department more especially as the Staff will be Foreign and English is the one language common to all the nationalities of which the Customs staff is composed.

(b) The Applicant would be entirely in the hands of his translator in his application and might subsequently find that the Registrar would not accept his translation as correctly conveying his intentions at the time of Registration.

(c) The Applicant would be put to considerable *expense* in the matter of translations.

HEAD OFFICE AND BRANCH OFFICE.—While this Chamber would view with satisfaction the establishment of the Head Office at Shanghai, as being the commercial centre for Foreign Trade, it is of opinion that failing this, it is essential, in order to avoid delay, that the Shanghai Office be empowered to issue Certificates and transact business connected with Trade Marks generally, subject to veto by the Head Office at Peking.

SCALE OF FEES.—It is the unanimous opinion of the Members of this Chamber that the scale of fees is contrary to the spirit of Clause VII of the British Treaty 1902 which stipulates that Foreign Trademarks may be registered at a reasonable fee. It is also defective in omitting to state whether the fees as stated, are payable for registration in each class, or constitute an inclusive payment for one mark in all classes at the option of the Applicant.

In this connection, I may state that there is considerable doubt as to the interpretation of Regulation 11 and Detailed Rule 21. These two paragraphs appear to impose upon Firms making any change in their partnership arrangements, the necessity of paying Tls. 20 per mark for the recording of each such change.

As the admission and retirement of partners in Firms in China are of such frequent occurrence, this regulation would involve a very serious outlay and would, for this reason, call for a strong protest on the part of this Chamber.

On the other hand if this is not the intention of he Regulations, an amendment of the wording int order to obviate any possible misconception on the point is held to be important.

PROTECTION OF MARKS REGISTERED ABROAD AND MARKS THAT HAVE BEEN USED IN CHINA FOR OVER TWO YEARS PRIOR TO THE APPLICATION FOR REGISTRATION.—Regulations 8, 19 & 21 contain the provisions for the protection of established marks, such protection consisting in the fact that such mark "can not be registered". I may here note that other translations interpret this "will be refused registration, and in the event of infringement the proprietor has the right to proceed against the offender who, (if he be a Chinese) on the case being proved will be punished.

This is the reading of the regulations by one section of the Members of the Chamber, while there is another section to whom it is not clear that these three articles contain even efficient protection for old marks which are not registered in China.

But assuming that the former interpretation is the correct one, it means that the proprietors of old marks must keep a constant watch, permanently, in order to see that their marks are not being infringed—a contingency that would certainly arise otherwise, as the Marks not being registered the Registrar would not at the time of application for registration by another, be in possession of information which would justify him in refusing registration.

The constant necessity of such vigilance, apart from the payment of examination fees, would become an intolerable burden, but to adopt the alternative of registering all old marks would cost many of the older firms in Shanghai from Tls. 10,000 to Tls. 20,000 under the present scale of Fees.

As it was evidently not the intention of the British Government when making the Treaty, that Merchants should be in a worse position than they were before, this Chamber cannot doubt that a more reasonable and less burdensome form of protection than the present Regulations contain will be insisted on.

In all countries where Trademarks are protected, protection is based on Registration, which appears to this Chamber to be the only sound basis, but the cost of registering 200 or 300 marks under the scale laid down in Regulation 23 is prohibitive, and this Chamber ventures to suggest that the diffculty might be met by requiring owners of Trade Marks registered abroad, and marks which have been used in China for over two years to deposit such marks with the Registrar accompanied by satisfactory proof of title, in order that the Registrar might have in his possession the necessary particulars for reference when considering applications. Should this suggestion not meet with approval, another way out of the difficulty might be found in permitting proprietors of such marks to register the same for the payment of an initial fee of say Tls. 30, and a further fee of Tl. 1 for every mark so registered.

Finally, this Chamber is strongly of opinion that it is very desirable that an authorised English translation of

the Regulations be issued which shall be accepted as the official guide in dealing with all Foreign Trademarks.

In giving the foregoing details, it has been my aim to dwell only on those points which appear to be of fundamental importance and to pass over minor ambiguities, which one may suppose will receive attention before the Provisional Regulations are made absolute.

I have endeavoured to show that the claim for an extension of six months is well founded, and I earnestly trust that Your Excellency may consider that the reasons given warrant your making a request to the Chinese Government in this sense.

I have the honour to be,

Your Excellency's most obedient

and humble Servant,

WILLIAM D. LITTLE.

Chairman.

RESOLUTIONS PASSED BY THE CHINA ASSOCIATION ON JANUARY 19th 1905.

I.—In view of the fact that the steps taken by the Chinese Government to give effect to Article VII of the British Commercial Treaty of 1902 have not afforded complete satisfaction to merchants, and that, as a consequence of joint action on the part of certain of the Treaty Powers, the Chinese Government have pledged themselves to discuss amendments to the recently published Provisional Regulations governing the registration of trademarks, and not to proceed to the registration of any marks until a complete agreement on the subject shall have been arrived at with the Powers, this Association considers it of vital importance that no time be lost in laying before His Majesty's Government a statement of the points, which in its opinion, should not be lost sight of when the Powers come to discuss with the Waiwupu the revision of the trademark regulations, as they at present stand.

It being moreover desirable, that any representations of this kind carry with them such additional support as it may be possible to obtain from other influential bodies interested in the China trade, it is hereby resolved: that the Committee be directed to place itself in communication with the Chambers of Commerce of the leading centres in Great Britain, which manufacture for, or export to, China, and to solicit, through the London branch of the Association, their co-operation in this matter, so that, should the proposals about to be submitted, be endorsed by them, one can then approach the Foreign Office with a collective request that His Majesty's Minister be instructed to take action in the sense therein indicated.

It would also not be out of place for the Committee previously to consult with other kindred bodies in China.

II.—As the extraterritorial status of foreigners in China renders it a matter of difficulty to draw up uniform regulations for registering marks owned by (i) Chinese or non-Chinese subjects, out of China; or (ii) by Chinese or non-Chinese subjects in China, separate provision will have to be made for the protection of each kind of mark. And, in respect of marks in the first category, yet another distinction has to be drawn, inasmuch as indiscriminate registration of marks, owned by Chinese or non-Chinese subjects out of China, would lead to endless confusion and tend prejudicially to affect old-established rights.

It is therefore resolved; that this Association strongly urges a recognition of the principle that marks included in the first category must of necessity be divided into tow classes.

A.—(1) All marks duly registered in a foreign country prior to the 1st of January, 1903.

(2) All marks unregistered in a foreign country prior to the 1st of January, 1903, but in which proprietary rights are claimed.

(3) Open chops or marks, i.e., marks which have been in general use in China by different persons by common consent and which therefore cannot be claimed as the exclusive property of any person or persons.

B.—All marks introduced into China since the 1st of January, 1903, or to be introduced hereafter.

And that on this principle having been established the following method of procedure be adopted:—

(a.) That the Chinese Government call on all holders of marks under A to send in complete lists and copies of their marks, under the headings 1, 2 and 3 to be filed for purposes of record, accompanied by a declaration of the classes of goods on which they have been used, and satisfactory evidence of user.

That upon all marks included under A (2) a condition shall be imposed that they must bear the Chinese name or foreign name of the parties claiming the right of ownership.

(b.) That for such recording an initial fee of Hk. Tls. 10 be leviable plus Hk. Tls 5 for every mark filed.

(c.) That a reasonable period of time be fixed, within which such lists must be sent in, and that, after having classified and arranged them, the Chinese Government issue publicly a full description of the marks so recorded.

(d.) That the Chinese Government undertake to entertain no applications to register such marks, or marks similar thereto, for the classes of goods they had previously covered, either on the part of the original owners or of other individuals.

(e.) That in the case of infringement of marks included in the classes A (1) and A (2) *by* Chinese subjects the Chinese Government will accord to them the same protection as they may accord to other marks duly registered in China.
That no protection will be given to marks in the Class A (3.)

(f.) That until six months, after the publication of such description, shall have elapsed, they will not proceed to register any marks under Class I. (B.)

(g.) That thereafter marks under Class I. (B.) may be registered, in the ordinary way, on payment of the prescribed fees.

III.—As regards the general question of the registration of marks owned by non-Chinese subjects, abroad, which were not in public use in China prior to the 1st of January, 1903, and marks owned by Chinese or non-Chinese subjects in China, this Association endorses the various suggestions, put forward in the letter, addressed by the Chairman of the Shanghai General Chamber of Commerce to His Majesty's Minister on the 30th of September, 1904, and it is resolved that the Committee be directed to make representations in a similar sense.

INDEX BUREAU
APR 24 '05
DEPT. OF STATE

2nd ASST. SECRETARY.
APR 26 1905

No. 660.

Consulate-General of the United States,

SHANGHAI, CHINA, March 25th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Ans by form Apr 27/05

Subject:

reporting that you have taken charge temporarily of the Mexican Consulate.

Abstract of Contents.

Announcing the taking over charge of Mexican Consulate.

INDEX BUREAU
MAY 2 1905
FILED

No. 660.

Consulate-General of the United States,

SHANGHAI, CHINA, March 25th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that, at the request of the Minister of Mexico and with the consent of the Chinese authorities, I did, on the 16th of March, assume charge of Mexican consular interests during the absence of the Mexican Consul.

I have the honor to be,

Sir,

Your obedient servant,

James W Dunn

S.M. VICE CONSUL GENERAL.

CONSULAR BUREAU RECD APR 24 '05 DEPT OF STATE

CONSULAR BUREAU APR 26 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. APR 26 1905

No. 661.

Consulate-General of the United States,

SHANGHAI, CHINA, March 25th 1905. , 190 .

CONSULAR BUREAU NOTED AND PUBLISHED

Mr. James W. Davidson,

To the Department of State.

Subject:

Death of S. Jackson.

Abstract of Contents.

Reports death from small-pox of S. Jackson, an American Negro, confined in Consular Jail at Shanghai. States that prisoner was removed to Isolation Hospital and given best of care and treatment.

Informs Department that proper sanitary steps have been taken. No further cases to date. Jackson was a native of Norfolk, Virginia.

INDEX BUREAU MAY 12 1905 FILED

CHIEF CLERK, APR 26 1905 Department of State.

No. 661.

Consulate-General of the United States,

SHANGHAI, CHINA, March 25th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that on the 6th of March, 1905, one S. Jackson, an American Negro, was sentenced in this Consular Court to one month's imprisonment, for assault. On the 12th of March we observed that the prisoner had a high fever; and on calling in the physician we were informed that he was suffering from small-pox. The prisoner was immediately removed to the Isolation Hospital and there given the best of care and treatment; but as the attack was very severe, I regret to state that he died on March 20th, and was buried at Government expense.

As Jackson had only been in the prison six days previous to his illness, the disease was contracted outside of the Consulate. On discovering the nature of the disease we took immediate steps to have the jail cleaned and disinfected, and all clothing and bedding fumigated, and I am glad to report that we have had no further small-pox among the eight prisoners now confined in our small jail.

Jackson, as before stated, was a colored man,

and

and gave his home as Norfolk, Virginia. The report of the trial was sent to the Department on March 11, 1905.

I have the honor tobe,

Sir,

Your obedient servant,

James W Davidson

S/M. VICE CONSUL GENERAL IN CHARGE.

(FORM No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
NOTED AND PUBLISHED

Consular Service, U. S. A.,

March 23rd 190 5

Name: Samuel Jackson

Native or naturalized: Native

Date of death: March 19th,1905

Place of death: Municipal Isolation Hospital

Cause of death: ConfluentVariola

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects: None

Address of family: Unknown

Family notified:

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 415

Remarks: Deceased was a prisoner in the Consular Jail and was removed to the Hospital by order of the Court.

[SEAL.]

J W Davison

Vice Consul General *the United States.*

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Shanghai, China

Report of the Death of an American Citizen.

Enclosure No. 1 *in despatch*

No. 661.

March 25th, 1905.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
NOTED AND PUBLISHED

Consular Service, U. S. A.,

March 23rd 190 8.

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Address of family: Unknown

Family notified:

Accompanied by relatives: No.

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 415

Remarks: Deceased was a prisoner in the Consular Jail and was removed to the Hospital by order of the Court.

[SEAL.]

James W. Bantons

Vice Consul General of the United States.

SHANGHAI MUNICIPAL HEALTH DEPARTMENT

SHANGHAI MUNICIPAL COUNCIL.

COPY OF **MEDICAL CERTIFICATE OF DEATH.**

I hereby certify that I attended

Name in full: Samuel Jackson

who died on the 19th day of March 1905 at

Place of death: Municipal Isolation Hospital

that I last saw the Deceased on the 19th day of March 1905, and that the **Cause of Death** was

State all causes leading to death: Confluent Variola

American Consulate-General
Shanghai, China.
Rec'd FEB. 22. 1905
No.
Ans.
No.

Witness my hand this 20th day of Mar[illegible] 1905

Signature, qualification and residence, if not local: S A Ransom M.D.

The following particulars concerning deceased to be filled in wherever possible.

Age Occupation Sailor Nationality American

Sex M Married? Resident or non-resident?

Death Certificates to be sent without delay direct to the Municipal Sexton.

-4-

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Shanghai, China

Report of the Death of an American Citizen.

Enclosure No. 1 *in despatch*

No. 661.

March 25th, 1905.

INDEX BUREAU RECD APR 24 1905 DEPT OF STATE

DEPARTMENT of STATE

3rd ASST. SECRETARY. APR 26 1905

No. #

Consulate-General of the United States,

SHANGHAI, CHINA? March 25th , 1905.

CONSULAR BUREAU. NOTED.

Mr. James W. Davidson,

To the Department of State.

Ans by tel Apr 27/05

Subject:

Inquest

Abstract of Contents.

Enclosing report of the inquest held on the body of C. E. Fiske.

INDEX BUREAU MAY 9 1905 FILED

CHIEF CLERK, APR 26 1905 Department of State.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, March 25th , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith report in duplicate of the inquest held on the body of Clarence Eugene Fiske. The relatives of the deceased have been notified, and steps taken to protect the property of the deceased pending the settlement of the estate.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.

INQUEST.

Before Hon. James W. Davidson, American Consul-General, Acting as Coroner, and Messrs. J. N. Jameson, A. S. Forbes and Murray Warner, Jurors.

IN RE

Death of Clarence Eugene Fiske.

The inquest was held at No. 130 Range Road, Shanghai, on the 15th day of March, 1905, to inquire into the circumstances attending the death of Clarence Eugene Fiske, deceased.

The Jury, having been first duly sworn, viewed the body.

EDMOND KEOPPNER, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q You were acquainted with Mr. Fiske for some time?

A Yes sir; a matter of thirteen years.

Q You identify the body as Clarence Eugene Fiske?

A Yes sir; I do.

Q You were in the room this morning?

A Yes sir, before going to work.

Q About what time was that?

A About eight o'clock, half past eight o'clock.

Q Did you notice these two cards (indicating cards) lying here at that hour?

A These two? No, I did not. I had no idea that they were there at that hour, because I was right by there.

Q Have you seen this pistol before (Indicating pistol)?

A Yes sir.

Q Do you know whose property it was?

A I am not sure whether it was his (deceased) property, or the office. I think, as a matter of fact, it was in his possess-

INQUEST.

Before Hon. James W. Davidson, American Consul-General, Acting as Coroner, and Messrs. I. N. Jameson, A. S. Forbes and Murray Warner, Jurors.

IN RE

Death of Clarence Eugene Plate.

The inquest was held at No. 320 Range Road, Binnsfad, on the 15th day of March, 1909, to inquire into the circumstances attending the death of Clarence Eugene Plate, deceased.

The Jury, having been first duly sworn, viewed the body.

RAYMOND KEMPTNER, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q You were acquainted with Mr. Plate for some time?

A Yes sir; a matter of thirteen years.

Q You identify the body as Clarence Eugene Plate?

A Yes sir; I do.

Q You were in the room this morning?

A Yes sir, before going to work.

Q About what time was that?

A About eight o'clock, half past eight o'clock.

Q Did you notice there two cards (indicating cards) lying here at that hour?

A These two? No, I did not. I had no idea that they were there at that hour, because I was right by there.

Q Have you seen this pistol before (Indicating pistol)?

A Yes sir.

Q Do you know whose property it was?

A I am not sure whether it was his (deceased) property, or the office. I think, as a matter of fact, it was in his posses-

ion.

Q Was it in his possession?

A It was.

Q Was it kept here in this room?

A That I do not know.

Q Have you ever seen him with it?

A On a house-boat, when he took trips he carried it into the country.

Q Do you know whether there was any ammunition for it here or not?

A I do not know that. I imagine there was. Wherever the pistol was, the ammunition would probably be.

The next witness, Dr. H. PAULUN, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q What time did you come here this morning?

A Half past eleven.

Q Was the body lying as you found it now, at that time?

A I think a little different. This chair here was up to here (indicating) near his head. The pistol was lying about here (indicating) the trigger in the same position.

Q You moved back the chair?

A Yes sir.

Q How long do you think your arrival was after death?

A Immediately.

Q Was the body warm?

A Yes sir; so that I looked out for some signs of life.

Q Did you examine the pistol?

A No sir.

Q Did you pick up the pistol?

tion.

Q Was it in his possession?

A It was.

Q Was it kept here in this room?

A That I do not know.

Q Have you ever seen him with it?

A On a house-boat, when he took trips he carried it into the country.

Q Do you know whether there was any ammunition for it here or not?

A I do not know that. I imagine it was. Wherever the pistol was, the ammunition would probably be.

The next witness, Dr. E. PERLMAN, being first duly sworn, testified as follows:

BY MR. DAVIDSON, Jr. counsel:

Q What time did you come here this morning?

A Half past eleven.

Q Was the body lying as you found it now, at that time?

A I think a little different. This chair here was up to here (indicating) near his head. The pistol was lying about here (indicating) the trigger in the same position.

Q You moved back the chair?

A Yes sir.

Q How long do you think your arrival was after death?

A Immediately.

Q Was the body warm?

A Yes sir; so that I looked out for some signs of life.

Q Did you examine the pistol?

A No sir.

Q Did you pick up the pistol?

A I looked at it, and put it down in the same position.

Q Was the pistol barrel warm?

A No, it was not.

Q Do you know the action of this pistol?

A Yes sir.

(Witness examined pistol.)

The coroner and Jurors then retired to a room on the first floor of the house, and continued the examination of witnesses:

RICHOND KEMPFFER, recalled, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q You were sworn upstairs, and you stated that you had known the deceased for about thirteen years, and identified the body?

A Yes sir.

Q When did you last see Mr. Fiske alive?

A About half past eight o'clock this morning.

Q Did you have a talk with him this morning?

A Yes sir.

Q In what condition did he seem to be?

A He told the boy to have me come to his room when he was dressed this morning, and the boy told me, though I did not attach much importance to it. When I went around, he told me that he had not slept any from half past one until I saw him and he had a most miserable night, and he wanted me to tell him in what condition he seemed to be in. I told him he seemed to be all right, and he intimated that from his experience through the night he feared he was mentally unbalanced. I said, nonsense, you are all right, just as good mental condition as you were yesterday. He said, just as good mental condition as I was last week. I said, yes, probably better, for during last week you had worked yourself into a very nervous condition and

week you had worked yourself into a very nervous condition and was last week. I said, yes, possibly better, for during last were yesterday. He said, just as good mental condition as I sane, you are all right, just as good mental condition as you the right to feared he was mentally unbalanced. I said, nonbe all right, and he intimated that from his conversations through in what condition he seemed to be in. I told him he seemed to and he had a most miserable night, and he wanted me to tell him that he had not slept any from half past one until I saw him return much importance to it. When I went around, he told me dressed this morning, and the boy told me, though I did not A He told the boy to have me come to his room when he was

Q In what condition did he seem to be?

A Yes sir.

Q Did you have a talk with him this morning?

A About half past eight o'clock this morning.

Q When did you last see Mr. Plate alive?

A Yes sir.

Q You were sworn upstairs, and you stated that you had known the deceased for about thirteen years, and identified the body?

BY MR. DAVIDSON, on Coroner:

RUSSELL KNAPPENBERGER, recalled, testified as follows:

The coroner and jurors then retired to a room on the first floor of the house, and continued the examination of witnesses:

(Witness examined pistol.)

Q Do you know the action of this pistol?

A Yes sir.

Q Was the pistol barrel warm?

A No, it was not.

A I looked at it, and put it down in the same position.

you seem to have gotten over that. He says, I hope you would talk that way, even if I were. I said, possibly, I might but I can assure you honestly and truly as I ever said anything in my life, that you are all right. I left him shortly after that; chatted with him for a while, and left him. I did not see him again until a telephone message came to the office.

Q You went to your office immediately afterwards?

A Yes sir.

Q You went to your office about that time, about eight thirty?

A Yes sir, and got there a little after nine, then went to the office and stayed there until a telephone message came.

Q Have you ever seen Mr. Pike in this state before, mental excitement?

A MYes sir; he has been more or less depressed at various times. He works himself up to a certain pitch where his nerves seem to try---then he has a let-down, and becomes more or less depressed.

Q In his conversation this morning, was there anything to the effect that he would take his own life?

A I never thought of such a possibility. In our private conversations, he has always been violently opposed to the idea of a man's having any right to take his own life.

Q You had gone in the bedroom before that, had seen the pistol before?

A Yes sir.

Q You stated that it was the property either of Mr. Pike or of the Tobacco Company?

A Yes sir; but it was kept in his possession.

Q When did you last see him with it?

A The last recollection I have of seeing him with it was on a house boat trip one Sunday afternoon last summer.

a house boat trip one Sunday afternoon last summer.

Q The last occasion I have of seeing him with it was on

Q When did you last see him with it?

A Yes sir; but it was kept in his possession.

or of the Tobacco Company?

Q You stated that it was the property either of Mr. Duke

A Yes sir.

Q You had come in the bedroom behind that, had seen the pistol before?

A I never thought of such a possibility. In our private conversations, he has always been violently opposed to the idea of a man's having any right to take his own life.

Q In his conversation this morning, was there anything to the effect that he would take his own life?

A Yes sir; he has been more or less depressed at various times. He would himself up to a certain pitch where his nerves seem to try---then he has a let-down, and becomes more or less depressed.

Q Have you ever seen Mr. Duke in this state before, mental excitement?

A Yes sir, and got there a little after nine, then went to the office and stayed there until a telephone message came.

Q You went to your office about that time, about eight thirty?

A Yes sir.

Q You went to your office immediately afterwards?

Q The last occasion I have of seeing him with it was on one him again until a telephone message came to the office. that; chatted with him for a while, and left him. I did not my life, that you are all right. I left him shortly after I can assure you honestly and truly as I ever said anything in talk that way, even if I were. I said, possibly, I might; but you seem to have gotten over that. He says, I know you would

Q Had it passed out of his possession since that time, to your knowledge?

A I do not think so.

Q Did you know him to hav e ammunition for it. Had he used it, for instance, to your knowledge?

A He used it that day on the house boat. There were two or three of us on the boat. All took a shot with it, if I remember right, on the house boat with this pistol--plugged ut bottled, merely for the same of amusement.

Q These two cards were found on the dresser. Are you familiar with the handwriting of Mr. Fiske? Do you identify this writing on the cards as the writing of Mr. Fiske?

? A (Examining cards) I do.

Q When did you first see these?

A Sometime after Doctor Fenlun had left this morning. That was perhaps half past eleven.

Q Where did you see them?

A In just the position they were. I did not touch them, I merely looked at them this morning. They were lying in the same position as they were when you saw them. I didnot pick them up.

Q What is your full name?

A Edmond Kempffer.

Q You were a very close friend of Mr. Fiske?

A Yes sir, for several years

Q You lived in the house here with him?

A Yes sir.

Q How long hadyou lived with him here?

A Since I came to China.

Q How long?

A Almost three years.

By

Q Had it passed out of his possession a long time, to your knowledge?

A I do not think so.

Q Did you know him to buy ammunition for it. Had he used it, for instance, to your knowledge?

A He used it that day on the house boat. There were two or three of us on the boat. All took a shot with it, if I remember right, on the house boat with this pistol--plugged at bottles, merely for the game of amusement.

Q There two cards were found on the dresser. Are you familiar with the handwriting of Mr. Flake? Do you identify this writing on the cards as the writing of Mr. Flake?

A (Examining cards) I do.

Q When did you first see these?

A Sometime after Doctor Fenlon had left this morning. That was perhaps half past eleven.

Q Where did you see them?

A In just the position they were. I did not touch them, I merely looked at them this morning. They were lying the same positions as they were when you saw them. I didnot pick them up.

Q What is your full name?

A Edmond Dwyer.

Q You were a very close friend of Mr. Flake?

A Yes sir, for several years

Q You lived in the house here with him?

A Yes sir.

Q How long have you lived with him here?

A Since I came to China.

Q How long?

A Almost three years.

Q This card here refers to "Ed" You take it, do you not, as referring to you?

A Yes sir.

Q There is no one else, of very intimate acquaintance, by that name?

A This is the name he always addressed me by.

Dr. REED, being first duly sworn, testified as follows: BY MR. DAVIDSON, as Coroner:

Q Have you been acquainted with Mr. Fiske for some time?

A For several years.

Q Have you attended him for some time?

A I have, on several occasions.

Q You have examined the body, have you not?

A Yes sir.

Q You identified it as the body of Fiske?

A Yes sir.

Q When were you first notified of Mr. Fiske's illness this morning?

A We got a message when we started home, about eleven o'clock, I think. It may have been a little before.

Q By telephone?

A My wife telephoned there had been a telephone message sent to the hospital that Mr. Fiske wanted a room.

Q You do not know from whom that message was?

A No sir.

Q You went here about what time?

A About eleven; I think it was about eleven.

Q And you saw Mr. Fiske?

A Yes sir.

Q This card here refers to "Ed" You take it, do you not, as referring to you?

A Yes sir.

Q There is no one else, of very intimate acquaintance, by that name?

A This is the name he always addressed me by.

Dr. REID, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q Have you been acquainted with Mr. Plake for some time?

A For several years.

Q Have you attended him for some time?

A I have, on several occasions.

Q You have examined the body, have you not?

A Yes sir.

Q You identified it as the body of Plake?

A Yes sir

Q When were you first notified of Mr. Plake's illness this morning?

A We got a message when we started home, about eleven o'clock, I think. It may have been a little before.

Q By telephone?

A My wife telephoned there had been a telephone message sent to the hospital that Mr. Plake wanted a room.

Q You do not know from whom that message came?

A No sir.

Q You went here about what time?

A About eleven; I think it was about eleven.

Q And you saw Mr. Plake?

A Yes sir.

Q In what condition did he seem to be?

A He was in bed, and he said that he had had a bad night, he had not slept; I think I am insane, he said, and he looked as if he had not slept. He looked very depressed, asked for something to make him sleep. I thought from his appearance -- I have seen him several times in similar condition before -- but this time I thought it would be better to have him under care, and I suggested that he come along to the Nursing Home, and offered to take him there then, but went and telephoned first to see if there was a room, and was told that it would take some time to have the room ready, it would take an hour or so to make it comfortable. I came back, and Mr. Fiske said he would go along about two o'clock; seemed pleased to go. I explained my reasons to him for wishing him to go along.

Q This condition of great depression was not the condition of one in normal health?

A No sir; I should say it was not.

Q He seemed to be sure himself that he was mentally wrong?

A He seemed to feel quite well that he was not himself.

Q You left here about eleven o'clock?

? A Yes sir.

Q How long did you stay here?

A Perhaps five or ten minutes.

Q Did you notice these cards on the dresser?

A No; I did not see them.

Q You did not notice any weapon there?

A No sir; I did not.

Q In what condition did he seem to be?

A He was in bed, and he said that he had had a bad night, he had not slept; I think I am insane, he said, and he looked as if he had not slept. He looked very depressed, asked for something to make him sleep. I thought from his appearance -- I have seen him several times in similar condition before -- but this time I thought it would be better to have him under care, and I suggested that he come along to the Nursing Home, and offered to take him there then, but went and telephoned first to see if there was a room, and was told that it would take some time to have the room ready, it would take an hour or so to make it comfortable. I came back, and Mr. Flake said he would go along about two o'clock; seemed pleased to go. I explained my reasons to him for wishing him to go along.

Q This condition of great depression was not the condition of one in normal health?

A No sir; I should say it was not.

Q He seemed to be sure himself that he was mentally wrong?

A He seemed to feel quite well that he was not himself.

Q You left here about eleven o'clock?

A Yes sir.

Q How long did you stay here?

A Perhaps five or ten minutes.

Q Did you notice these cards on the dresser?

A No; I did not see them.

Q You did not notice any weapon there?

A No sir; I did not.

DR. E. PAULUN, recalled:

BY MR. DAVIDSON, As Coroner:

Q Did you see these cards upstairs when you arrived?

A I do not know that they are the same; but I saw that there were some cards written, on the desk or washing stand.

Q Did you read them?

A No, I did not look at them.

Q You testified upstairs that the position of the body was about the same as we found it?

A Yes sir.

Q And that the pistol was about in the same position?

A Yes sir.

Q What time were you called this morning?

A About half past eleven, from the General Hospital.

Q And you arrived here about eleven forty-five?

A A few minutes, I think.

Q You examined the body?

A Yes sir.

Q What condition was it at that time?

A In the same state, the blood all out, still in a liquid state. The right part of the skull blown to pieces, covered with blood, the bone to pieces, the brain lying open and destroyed.

Q Was the body warm at this time?

A It was still warm. No action of the pulse; eyes open.

Q How long, do you think, that the deceased had been dead?

A About a quarter of an hour.

Q In your opinion, what caused the wound that you have just examined?

A ~~Pistol~~. Gunshot

DR. E. PAULSON, recalled:

BY MR. DAVIDSON, As Coroner:

Q Did you see these cards upstairs when you arrived?

A I do not know that they are the same; but I saw that there were some cards written, on the desk or washing stand.

Q Did you read them?

A No, I did not look at them.

Q You testified upstairs that the position of the body was about the same as we found it?

A Yes sir.

Q And that the pistol was about in the same position?

A Yes sir.

Q What time were you called this morning?

A About half past eleven, from the General Hospital.

Q And you arrived here about eleven forty-five?

A A few minutes, I think.

Q You examined the body?

A Yes sir.

Q What condition was it at that time?

A In the same state, the blood all out, still in a liquid state. The right part of the small blown to pieces, covered with blood, the bone to pieces, the brain lying open and destroyed.

Q Was the body warm at this time?

A It was still warm. No motion of the pulse; eyes open.

Q How long, do you think, that the deceased had been dead?

A About a quarter of an hour.

Q In your opinion, what caused the wound that you have just examined?

A Revolver. Gunshot

Q Are there any evidence of powder marks?

A None; not as far as I remember .

Q Is there evidence of the pistol having been held close to the forehead?

A I think he put the pistol to the right side of his skull directly.

Q From the nature of the wound and its condition, would it be possible for him to have self-inflicted that wound?

A I think so.

Q You are familiar, I believe, with the Mauser Pistol?

A Yes sir.

Q This ammunition, nine cartridges, was taken from the pistol that we found there, and we were unable to find the discharged cartridge, but we found in a drawer, near the bed, this clip full, with ten cartridges, and these nine we took out of the revolver. These clips are made for ten, and it would appear that a full clip had been put in--we find this clip with nine in, and these we have taken from the pistol. It will probably be unnecessary to find the empty cartridge.

A They are generally thrown a considerable distance by the recoil.

Q Did you touch the pistol?

A I took the pistol up and looked at it. It was still full of ammunition, and put it down.

Q Did there seem to be an odor of discharged powder here?

A This I am not sure; I did not notice it.

Q In your opinion, was the wound self-inflicted or not?

A All possibilities are that it was self-inflicted. No certain signs of it; but in all probability it was self-inflicted.

Q Are there any evidence of powder marks?

A None; not as far as I remember.

Q Is there evidence of the pistol having been held close to the forehead?

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A This I am not sure; I did not notice it.

Q In your opinion, was the wound self-inflicted or not?

A All possibilities are that it was self-inflicted. No certain signs of it; but in all probability it was self-inflicted.

KWESUN, the Chinese boy, was next examined.

BY MR. DAVIDSON, as Coroner:

Q Are you the Master's boy at this house?

A Yes sir.

Q How long have you been here?

A Six years.

Q You have known Mr. Fiske?

A Yes sir.

Q He has been here ~~in this house~~, and you have been with him for six years, in this house?

A I have been here six years, during that time with Mr. Kempffer and Mr. Fiske.

Q Are you also Mr. Fiske's boy?

A I belong Mr. Fiske boy.

Q When did you see MR. Kempffer this morning?

A This morning?

Q Yes This morning before your masterdied?

A Half past eight.

Q Did you see MR. Kempffer leave the house?

A Yes sir.

Q Did anyone come in the house after Mr. Kempffer left?

A Nobody.

Q Who was here in the house after Mr. Kempffer went away?

A Another boy.

Q Two boys stay here?

A Yes sir.

Q Another man come in the house?

A No other man.

Q When did you see your dead master this morning? What time did you see him first?

A After I took him his breakfast.

KENRUN, the Chinese boy, was next examined.

BY MR. DAVIDSON, as Coroner:

Q Are you the Master's boy at this House?

A Yes sir.

Q How long have you been here?

A Six years.

Q You have known Mr. Plake?

A Yes sir.

Q He has been here [illegible], and you have been with him for six years, in this house?

A I have been here six years, during that time with Mr. Kempfer and Mr. Plake.

Q Are you also Mr. Plake's boy?

A I belong Mr. Plake boy.

Q When did you see Mr. Kempfer this morning?

A This morning?

Q Was this morning before your master died?

A Half past eight.

Q Did you see Mr. Kempfer leave the house?

A Yes sir.

Q Did anyone come in the house after Mr. Kempfer left?

A Nobody.

Q Who was here in the house after Mr. Kempfer went away?

A Another boy.

Q Two boys stay here?

A Yes sir.

Q Another man came in the house?

A No other man.

Q When did you see your dead master this morning? What time did you see him first?

A After I took him his breakfast.

Q What time didyou go in his room first?

A Quarter past seven.

Q Was he asleep then?

A Yes sir, he was asleep.

Q What did you do then in his room?

A I fixed his clothes.

Q Then you went out of the room?

A Yes sir.

Q He was still asleep?

A Yes sir; did not wake up.

Q When didyou next go to his room?

A After Mr. Kempffer go office.

Q He called you and told you he wanted breakfast in his room?

A Yes sir.

Q Didn't he ask you to go and tell Mr. Kempffer to come and see him?

A Yes sir; he woke up and asked me to tell Mr. Kempffer to go to his room.

MQ You told Mr. Kempffer?

A Yes sir.

Q When did you next go into his room?

A After breakfast.

Q Did you take breakfast?

A Yes sir.

Q Did he eat breakfast?

A Yes sir.

Q Did he eat much?

A Every morning the same.

Q And then you brought the breakfast away?

A Yes sir.

Q What time did you go in his room first?

A Quarter past seven.

Q Was he asleep then?

A Yes sir, he was asleep.

Q What did you do then in his room?

A I fixed his clothes.

Q Then you went out of the room?

A Yes sir.

Q He was still asleep?

A Yes sir; did not wake up.

Q When did you next go to his room?

A After Mr. Kempffer go office.

Q He called you and told you he wanted breakfast in his room?

A Yes sir.

Q Didn't he ask you to go and tell Mr. Kempffer to come and see him?

A Yes sir; he woke up and asked me to tell Mr. Kempffer to go to his room.

Q You told Mr. Kempffer?

A Yes sir.

Q When did you next go into his room?

A After breakfast.

Q Did you take breakfast?

A Yes sir.

Q Did he eat breakfast?

A Yes sir.

Q Did he eat much?

A Every morning the same.

Q And then you brought the breakfast away?

A Yes sir.

Q And then you went in again?

A I went in again after the Doctor came.

Q What did he say then to you?

A He told me he was sick, and about two o'clock he wanted to go to the hospital. Told me to fix his bag. After ten minutes, I go up.

Q He told you he wanted you to pack up his things?

A When the next time.

Q You say you went to get his wash: did you go away from the house?

A Ten or fifteen minutes.

Q Who was here then?

A Another boy in the kitchen.

Q Is he here now?

A Yes sir.

JAYSEN, Chinese boy, being next called, testified as follows:

BY MR.DAVIDSON, as Coroner:

Q You were in the house this morning all the time?

A All the time; I stayed in the cook room.

Q You have heard any thing this morning?

A No sir.

Q You have not heard anything like a gun shot?

A No sir.

Q You did not hear anything?

A No sir.

Q You did not go up to his room?

A No sir.

Q Have you seen anyone come in this house, any outside man come in?

A No sir.

Q And then you went in again?

A I went in again after the Doctor came.

Q What did he say then to you?

A He told me he was sick, and about two o'clock he wanted to go to the hospital. Told me to fix his bag. After ten minutes, I go up.

Q He told you he wanted you to pack up his things?

A When the next time.

Q You say you went to get his want; did you go away from the house?

A Ten or fifteen minutes.

Q Who was here then?

A Another boy in the kitchen.

Q Is he here now?

A Yes sir.

JAMSEN, Chinese boy, being next called, testified as follows:

BY MR.DAVIDSON, as counsel

Q You were in the house this morning all the time?

A All the time; I stayed in the cook room.

Q You have heard any thing this morning?

A No sir.

Q You have not heard anything like a gun shot?

A No sir.

Q You did not hear anything?

A No sir.

Q You did not go up to his room?

A No sir.

Q Have you seen anyone come in this house, any outside man come in?

A No sir.

MQ No one come in that door?

A No sir.

BY MR. DAVIDSON:

Q Do you know, Mr. Kempffer, the age of Mr. Fiske?

A About forty-three years of ago.

The two cards found on the dresser, and referred to herein, were as follows:

(1st) "Ed take my watch.

FISKE."

"Good by old mum."

(2nd) "Ed, tell Andersen to execute my will OK.

FISKE."

After abrief consultation the jury found that deceased came to his death between 11 and 12 o'clock in the morning through the effects of a pistol-wound self-inflicted while temporarily insane.

Q. No one came in that door?

A. No sir.

BY MR. DAVIDSON:

Q. Do you know, Mr. Humphrey, the age of Mr. Plake?

A. About forty-three years of age.

The two cards found on the dresser, and referred to herein, were as follows:

(1st) "Pd take my watch.

PIKE."

"Good by old man."

(2nd) "Pd, tell Anderson to answer my wire.

PIKE."

After brief consultation the jury found that deceased came to his death between 11 and 12 o'clock in the morning through the effects of a pistol-wound self-inflicted while temporarily insane.

INQUEST.

Before Hon. James W. Davidson, American Consul-General, Acting as Coroner, and Messrs. J. N. Jameson, A. S. Forbes and Murray Warner, Jurors.

IN RE

Death of Clarence Eugene Fiske.

The inquest was held at No. 130 Range Road, Shanghai, on the 15th day of March, 1905, to inquire into the circumstances attending the death of Clarence Eugene Fiske, deceased.

The Jury, having been first duly [redacted] viewed the body.

EDMOND KEMPFFER, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q You were acquainted with Mr. Fiske for some time?

A Yes sir; a matter of thirteen years.

Q You identify the body as Clarence Eugene Fiske?

A Yes sir; I do.

Q You were in the room this morning?

A Yes sir, before going to work.

Q About what time was that?

A About eight o'clock, half past eight o'clock.

Q Did you notice these two cards (indicating cards) lying here at that hour?

A These two? No, I did not. I had no idea that they were there at that hour, because I was right by there.

Q Have you seen this pistol before (Indicating pistol)?

A Yes sir.

Q Do you know whose property it was?

A I am not sure whether it was his (deceased) property, or the office. I think, as a matter of fact, it was in his possess-

INQUEST.

Before Hon. James E. Davidson, American Consul-General, Acting Coroner, and Messrs. J. B. Jameson, A. S. Forbes and Murray Warner, Jurors.

IN RE

Death of Clarence Eugene Plake.

The inquest was held at No. 150 Range Road, Shanghai, on the 15th day of March, 1909, to inquire into the circumstances attending the death of Clarence Eugene Plake, deceased.

The Jury, having been first duly sworn, viewed the body.

WILLIAM KRUPPER, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q. You were acquainted with Mr. Plake for some time?

A Yes sir; a matter of thirteen years.

Q You identify the body as Clarence Eugene Plake?

A Yes sir; I do.

Q You were in the room this morning?

A Yes sir, before going to work.

Q About what time was that?

A About eight o'clock, half past eight o'clock.

Q Did you notice those two cards (indicating cards) lying here at that hour?

A These two? No, I did not. I had no idea that they were there at that hour, because I was right by there.

Q Have you seen this pistol before (indicating pistol)?

A Yes sir.

Q Do you know whose property it was?

A I am not sure whether it was his (deceased) properly, or the office. I think, as a matter of fact, it was in his posses-

Pon.

Q Was it in his possession?

A It was.

Q Was it kept here in this room?

A That I do not know.

Q Have you ever seen him with it?

A On a house-boat, when he took trips he carried it into the country.

Q Do you know whether there was any ammunition for it here or not?

A I do not know that. I imagine there was. Wherever the pistol was, the ammunition would probably be.

The next witness, Dr. E. PAULUN, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q What time did you come here this morning?

A Half past eleven.

Q Was the body lying as you found it now, at that time?

A I think a little different. This chair here was up to here (indicating) near his head. The pistol was lying about here (indicating) the trigger in the same position.

Q You moved back the chair?

A Yes sir.

Q How long do you think your arrival was after death?

A Immediately.

Q Was the body warm?

A Yes sir; so that I looked out for some signs of life.

Q Did you examine the pistol?

A No sir.

Q Did you pick up the pistol?

Q Was it in his possession?

A It was.

Q Was it kept here in this room?

A That I do not know.

Q Have you ever seen him with it?

A On a house-boat, when [illegible] carried it into the country;

Q Do you know whether there was any ammunition for it here or not?

A I do not know that. I imagine so. Wherever the pistol was, the ammunition would probably be.

The next witness, Mr. R. PAULUN, being first duly sworn,

testified as follows:

BY MR. HAYLMOUT re-direct:

Q What [illegible]

A Last past eleven.

Q [illegible] you [illegible], at that time?

A [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible]

Q [illegible] [illegible] [illegible]

A [illegible]

Q How long do you think your arrival was after [illegible]

A [illegible]

Q Was [illegible]

A [illegible] [illegible] [illegible]

Q [illegible]

A No sir.

Q Did you [illegible]

A I looked at it, and put it down in the same position.

Q Was the pistol barrel warm?

A No, it was not.

Q Do you know the action of this pistol?

A Yes sir.

(Witness examined pistol.)

The coroner and Jurors then retired to a room on the first floor of the house, and continued the examination of witnesses:

EDMOND KEMPFFER, recalled, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q You were sworn upstairs, and you stated that you had known the deceased for about thirteen years, and identified the body?

A Yes sir.

Q When did you last see Mr. Fiske alive?

A About half past eight o'clock this morning.

Q Did you have a talk with him this morning?

A Yes sir.

Q In what condition did he seem to be?

A He told the boy to have me come to his room when he was dressed this morning, and the boy told me, though I did not attach much importance to it. When I went around, he told me that he had not slept any from half past one until I saw him and he had a most miserable night, and he wanted me to tell him in what condition he seemed to be in. I told him he seemed to be all right, and he intimated that from his experience through the night he feared he was mentally unbalanced. I said, nonsense, you are all right, just as good mental condition as you were yesterday. He said, just as good mental condition as I was last week. I said, yes, probably better, for during last week you had worked yourself into a very nervous condition and

A I looked at it, and put it down in the same position.

Q Was the pistol barrel warm?

A No, it was not.

Q Do you know the caption of this photo?

A Yes sir.

(Witness examined photo.)

The coroner and jurors then retired to a room on the first floor of the house, and continued the examination of witnesses:

ANDREW KERRIGAN, recalled, testified as follows:

BY MR. DAVIDSON, the coroner:

Q You were sworn upstairs, and you stated that you had known the deceased for about thirteen years, and identified the body?

A Yes sir.

Q When did you last see Mr. Pierce alive?

A About half past eight o'clock this morning.

Q Did you have a talk with him this morning?

A Yes sir.

Q In what condition did he seem to be?

A He told the boy to have me come to his room when he was dressed this morning, and the boy told me, though I did not attach much importance to it. When I went around, he told me that he had not slept any from half past one until I saw him and he had a most miserable night, and he wanted me to tell him in what condition he seemed to be in. I told him he seemed to be all right, and he intimated that from his experience through the night he feared he was mentally unbalanced. I said, non-sense, you are all right, just as good mental condition as you were yesterday. He said, "But my good mental condition as I was last week." I said, yes, probably better, for during last week you had worked yourself into a very nervous condition and

you seem to have gotten over that. He says, I know you would talk that way, even if I were. I said, possibly, I might; but I can assure you honestly and tryly as I ever said anything in my life, that you are all right. I left him shortly after that; chatted with him for a while, and left him. I did not see him again until a telephone message came to the office.

Q You went to your office immediately afterwards?

A Yes sir.

Q You went to your office about that time, about eight thirty?

A Yes sir, and got there a little after nine, then went to the office and stayed there until a telephone message came.

Q Have you ever seen Mr. Fiske in this state before, mental excitement?

A MYes sir; he has been more or less depressed at various times. He works himself up to a certain pitch where his nerves seem to try---then he has a let-down, and becomes more or less depressed.

Q In his conversation this morning, was there anything to the effect that he would take his own life?

A I never thought of such a possibility. In our private conversations, he has always been violently opposed to the idea of a man's having any right to take his own life.

Q You had gone in the bedroom before that, had seen the pistol before?

A Yes sir.

Q You stated that it was the property either of Mr. Fiske or of the Tobacco Company?

A Yes sir; but it was kept in his possession.

Q When did you last see him with it?

A The last recollection I have of seeing him with it was on a house boat trip one Sunday afternoon last summer.

you seem to have gotten over that. He says, I know you would talk that way, even if I were. I said, possibly, I might; but I can assure you honestly and truly as I ever said anything in my life, that you are all right. I left him shortly after that; chatted with him for a while, and left him. I did not see him again until a telephone message came to the office.

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A Yes sir.

Q You stated that it was the property either of Mr. Fiske or of the Tobacco Company?

A Yes sir; but it was kept in his possession.

Q When did you last see him with it?

A The last recollection I have of seeing him with it was on a house boat trip one Sunday afternoon last summer.

Q Had it passed out of his possession since that time, to your knowledge?

A I do not think so.

Q Did you know him to hav e ammunition for it. Had he used it, for instance, to your knowledge?

A He used it that day on the house boat. There were two or three of us on the boat. All took a shot with it, if I remember right, on the house boat with this pistol--plugged at bottled, merely for the same of amusement.

Q There two cards were found on the dresser. Are you familiar with the handwriting of Mr. Fiske? Do you identify this writing on the cards as the writing of Mr. Fiske?

? A (Examining cards) I do,

Q When did you first see these?

A Sometime after Doctor Paulun had left this morning. That was perhaps half past eleven.

Q Where did you see them?

A In just the position they were. I did not touch them, I merely looked at them this morning. They were lying on the same position as they were when you saw them. I didnot pick them up.

Q What is your full name?

A Edmond Kempffer.

Q You were a very close friend of Mr. Fiske?

A Yes sir, for several years

Q You lived in the house here with him?

A Yes sir.

Q How long hadyou lived with him here?

A Since I came to China.

Q How long?

A Almost three years.

CHAPTER IV

Q This card here refers to "Ed" You take it, do you not, as referring to you?

A Yes sir.

Q There is no one else, of very intimate acquaintance, by that name?

A This is the name he always addressed me by.

Dr. REID, being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q Have you been acquainted with Mr. Fiske for some time?

A For several years.

Q Have you attended him for some time?

A I have, on several occasions.

Q You have examined the body, have you not?

A Yes sir.

Q You identified it as the body of Fiske?

A Yes sir.

Q When were you first notified of Mr. Fiske's illness this morning?

A We got a message when we started home, about eleven o'clock, I think. It may have been a little before.

Q By telephone?

A My wife telephoned there had been a telephone message sent to the hospital that Mr. Fiske wanted a room.

Q You do not know from whom that message was?

A No sir.

Q You went here about what time?

A About eleven; I think it was about eleven.

Q And you saw Mr. Fiske?

A Yes sir.

Q Who would here refers to "Ed." You take it, do you not, as referring to you?

A Yes sir.

Q There is no one else, of very intimate acquaintance, by that name?

A This is the name he always addressed me by.

Dr. REID being first duly sworn, testified as follows:

BY MR. DAVIDSON, as Coroner:

Q Have you been acquainted with Mr. Flake for some time?

A For several years.

Q Have you attended him for some time?

A I have, on several occasions.

Q You have examined the body, have you not?

A Yes sir.

Q You identified it as the body of Flake?

A Yes sir.

Q When were you first notified of Mr. Flake's illness this morning?

A We got a message what we started home, about eleven o'clock, I think. It may have been a little before.

Q By telephone?

A My wife telephoned there had been a telephone message sent to the hospital that Mr. Flake wanted a room.

Q You do not know from whom that message was?

A No sir.

Q You went here about what time?

A About eleven; I think it was about eleven.

Q And you saw Mr. Flake?

A Yes sir.

Q En what condition did he seem to be?

A He was in bed, and he said that he had had a bad night, he had not slept; I think I am insane, he said, and he looked as if he had not slept. He looked very depressed, asked for something to make him sleep. I thought from his appearance -- I have seen him several times in similar condition before -- but this time I thought it would be better to have him under care, and I suggested that he come along to the Nursing Home, and offered to take him there then, but went and telephoned first to see if there was a room, and was told that it would take some time to have the room ready, it would take an hour or so to make it comfortable. I came back, and Mr. Fiske said he would go along about two o'clock; seemed pleased to go. I explained my reasons to him for wishing him to go along.

Q This condition of great depression was not the condition of one in normal health?

A No sir; I should say it was not.

Q He seemed to be sure himself that he was mentally wrong?

A He seemed to feel quite well that he was not himself.

Q You left here about eleven o'clock?

? A Yes sir.

Q How long did you stay here?

A Perhaps five or ten minutes.

Q Did you notice these cards on the dresser?

A No; I did not see them.

Q You did not notice any weapon there?

A No sir; I did not.

Q In what condition did he seem to be?

A He was in bed, and he said that he had had a bad night, he had not slept; I think I am insane, he said, and he looked as if he had not slept. He looked very depressed, asked for something to make him sleep. I thought from his appearance -- I have seen him several times in similar condition before -- but this time I thought it would be better to have him under care, and I suggested that he come along to the Nursing Home, and offered to take him there then, but went and telephoned first to see if there was a room, and was told that it would take some time to have the room ready, it would take an hour or so to make it comfortable. I came back, and Mr. Blake said he would go along about two o'clock; seemed pleased to go. I explained my reasons to him for wishing him to go along.

Q This condition of great depression was not the condition of one in normal health?

A No sir; I should say it was not.

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A Perhaps five or ten minutes.

Q Did you notice these cards on the dressor?

A No; I did not see them.

Q You did not notice any weapon there?

A No sir; I did not.

DR. R. PAULUN, recalled:

BY MR. DAVIDSON, As Coroner:

Q Did you see these cards upstairs when you arrived?

A I do not know that they are the same; but I saw that there were some cards written, on the desk or washing stand.

Q Did you read them?

A No, I did not look at them.

Q You testified upstairs that the position of the body was about the same as we found it?

A Yes sir.

Q And that the pistol was about in the same position?

A Yes sir.

Q What time were you called this morning?

A About half past eleven, from the General Hospital.

Q And you arrived here about eleven forty-five?

A A few minutes, I think.

Q You examined the body?

A Yes sir.

Q What condition was it at that time?

A In the same state, the blood all out, still in a liquid state. The right part of the skull blown to pieces, covered with blood, the bone to pieces, the brain lying open and destroyed.

Q Was the body warm at this time?

A It was still warm. No action of the pulse; eyes open.

Q How long, do you think, that the deceased had been dead?

A About a quarter of an hour.

Q In your opinion, what caused the wound that you have just examined?

A Gunshot.Gunshot

DR. S. PAULSEN, recalled:

BY MR. DAVIDSON, As Coroner:

Q Did you see these cards upstairs when you arrived?

A I do not know that they are the same; but I saw that there were some cards written, on the desk or washing stand.

Q Did you read them?

A No, I did not look at them.

Q You testified upstairs that the position of the body was about the same as we found it?

A Yes sir.

Q And that the pistol was about in the same position?

A Yes sir.

Q What time were you called this morning?

A About half past eleven, from the General Hospital.

Q And you arrived here about eleven forty-five?

A A few minutes, I think.

Q You examined the body?

A Yes sir.

Q What condition was it at that time?

A In the same state, the blood all out, still in a liquid state. The right part of the skull blown to pieces, covered with blood, the bone to pieces, the brain lying open and destroyed.

Q Was the body warm at this time?

A It was still warm. No action of the pulse; eyes open.

Q How long, do you think, that the deceased had been dead?

A About a quarter of an hour.

Q In your opinion, what caused the wound that you have just examined?

A Pistol.Gunshot

Q Are there any evidence of powder marks?

A None; not as far as I remember .

Q Is there evidence of the pistol having been held close to the forehead?

A I think he put the pistol to the right side of his skull directly.

Q From the nature of the wound and its condition, would it be possible for him to have self-inflicted that wound?

A I think so.

Q You are familiar, I believe, with the Mauser Pistol?

A Yes sir.

Q This ammunition, nine cartridges, was taken from the pistol that we found there, and we were unable to find the discharged cartridge, but we found in a drawer, near the bed, this clip full, with ten cartridges, and these nine we took out of the revolver. These clips are made for ten, and it would appear that a full clip had been put in--we find this clip with ine ~~xxx~~ in, and these we have taken from the pistol. It will probably be unnecessary to find the empty cartridge.

A They are generally thrown a considerable distance by the recoil.

Q Did you touch the pistol?

A I took the pistol up and looked at it. It was still full of ammunition, and put it down.

Q Did there seem to be an odor of discharged powder here?

A This I am not sure; I did not notice it.

Q In your opinion, was the wound self-inflicted or not?

A All possibilities are that it was self-inflicted. No certain signs of it; but in all probability it was self-inflicted.

Q Are there any evidence of powder marks?

A None, not as far as I remember.

Q Is there evidence of the pistol having been held close to the forehead?

A I think he put the pistol to the right side of his skull directly.

Q From the nature of the wound and its condition, would it be possible for him to have self-inflicted that wound?

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Q Did there seem to be an odor of discharged powder here?

A This I am not sure; I did not notice it.

Q In your opinion, was the wound self-inflicted or not?

A All possibilities are that it was self-inflicted. No certain signs of it; but in all probability it was self-inflicted.

KENSUN, the Chinese boy, was next examined.

BY MR. DAVIDSON, as Coroner:

Q Are you the Master's boy at this house?

A Yes sir.

Q How long have you been here?

A Six years.

Q You have known Mr. Fiske?

A Yes sir.

Q He has been here xxxxxxxxxxxxx, and you have been with him for six years, in this house?

A I have been here six years, during that time with Mr. Kempffer and Mr. Fiske.

Q Are you also Mr. Fiske's boy?

A I belong Mr. Fiske boy.

Q When did you see Mr. Kempffer this morning?

A This morning?

Q Yes?This morning before your masterdied?

A Half past eight.

Q Did you see Mr. Kempffer leave the house?

A Yes sir.

Q Did anyone come in the house after Mr. Kempffer left?

A Nobody.

Q Who was here in the house after Mr. Kempffer went away?

A Another boy.

Q Two boys stay here?

A Yes sir.

Q Another man come in the house?

A No other man.

Q When did you see your dead master this morning? What time did you see him first?

A After I took him his breakfast.

KRUSHU, the Chinese boy, was next examined.

BY MR. DAVIDSON, as coroner:

Q Are you the Master's boy at this house?

A Yes sir.

Q How long have you been here?

A Six years.

Q You have known Mr. Flake?

A Yes sir.

Q He has been here xxxxxxxxxxx, and you have been with

him for six years, in this house?

A I have been here six years, during that time with Mr.

Kempffer and Mr. Flake.

Q Are you also Mr. Flake's boy?

A I belong Mr. Flake boy.

Q When did you see Mr. Kempffer this morning?

A This morning?

Q Yesthis morning before your masterdied?

A Half past e light.

Q Did you see Mr. Kempffer leave the house?

A Yes sir.

Q Did anyone come in the house after Mr. Kempffer left?

A Nobody.

Q Who was here in the house after Mr. Kempffer went away?

A Another boy.

Q Two boys stay here?

A Yes sir.

Q Another man came in the house?

A No other man.

Q When did you see your dead master this morning? What time

did you see him first?

A After I took him his breakfast.

Q What time didyou go in his room first?

A Quarter past seven.

Q Was he asleep then?

A Yes sir, he was asleep.

Q What did you do then in his room?

A I fixed his clothes.

Q Then you went out of the room?

A Yes sir.

Q He was still asleep?

A Yes sir; did not wake up.

Q When didyou next go to his room?

A After Mr. Kempffer go office.

Q He called you and told you he wanted breakfast in his room?

A Yes sir.

Q Didn't he ask you to go and tell Mr. Kempffer to come and see him?

A Yes sir; he woke up and asked me to tell Mr. Kempffer to go to his room.

MQ You told Mr. Kempffer?

A Yes sir.

Q When did you next go into his room?

A After breakfast.

Q Did you take breakfast?

A Yes sir.

Q Did he eat breakfast?

A Yes sir.

Q Did he eat much?

A Every morning the same.

Q And then you took the breakfast away?

A Yes sir.

Q What time didyou go in his room first?

A Quarter past seven.

Q Was he asleep then?

A Yes sir, he was asleep.

Q What did you do then in his room?

A I fixed his clothes.

Q Then you went out of the room?

A Yes sir.

Q He was still asleep?

A Yes sir; did not wake up.

Q When didyou next go to his room?

A After Mr. Kempfer go office.

Q He called you and told you he wanted breakfast in his room?

A Yes sir.

Q Didn't he ask you to go and tell Mr. Kempfer to come and see him?

A Yes sir; he woke up and asked me to tell Mr. Kempfer to go to his room.

Q You told Mr. Kempfer?

A Yes sir.

Q When did you next go into his room?

A After breakfast.

Q Did you take breakfast?

A. Yes sir.

Q Did he eat breakfast?

A Yes sir.

Q Did he eat much?

A Very morning the same.

Q And then you took the breakfast away?

A Yes sir.

Q And then you went in again?

A I went in again after the Doctor came.

Q What did he say then to you?

A He told me he was sick, and about two o'clock he wanted to go to the hospital. Told me to fix his bag. After ten minutes, I go up.

Q He told you he wanted you to pack up his things?

A When the next time.

Q You say you went to get his wash: did you go away from the house?

A Ten or fifteen minutes.

Q Who was here then?

A Another boy in the kitchen.

Q Is he here now?

A Yes sir.

JAYSING, Chinese boy, being next called, testified as follows:

BY MR.DAVIDSON, as Coroner:

Q You were in the house this morning all the time?

A All the time; I stayed in the cook room.

Q You have heard any thing this morning?

A No sir.

Q You have not heard anything like a gun shot?

A No sir.

Q You did not hear anything?

A No sir.

Q You did not go up to his room?

A No sir.

Q Have you seen anyone come in this house, any outside man come in?

A No sir.

Q And then you went in again?

A I went in again after the Doctor came.

Q What did he say then to you?

A He told me he was sick, and about two o'clock he wanted to go to the hospital. Told me to fix his bag. After ten minutes, I go up.

Q He told you he wanted you to pack up his things?

A When the next time.

Q You say you went to get his wash: did you go away from the house?

A Ten or fifteen minutes.

Q Who was here then?

A Another boy in the kitchen.

Q Is he here now?

A Yes sir.

JAYSUNG, Chinese boy, being next called, testified as follows:

BY MR. DAVIDSON, as follows:

Q You were in the house this morning all the time?

A All the time; I stayed in the cook room.

Q You have heard any thing this morning?

A No sir.

Q You have not heard anything like a gun shot?

A No sir.

Q You did not hear anything?

A No sir.

Q You did not go up to his room?

A No sir.

Q Have you seen anyone come in this house, any outside man come in?

A No sir.

MQ No one come in that door?

A No sir.

BY MR. DAVIDSON:

Q Do you know, Mr. Kempffer, the age of Mr. Fiske?

A About forty-three years of ago.

The two cards found on the dresser, and referred to herein, were as follows:

(1st) "Rd take my watch.

FISKE."

"Good by old man."

(2nd) "Rd, tell Anderson to execute my will OK.

FISKE."

After abrief consultation the jury found that deceased came to his death between 11 and 12 o'clock in the morning through the effects of a pistol-wound self-inflicted while temporarily insane.

MR. No one came in that door?

A No sir.

BY MR. DAVIDSON:

Q Do you know, Mr. Kempffer, the age of Mr. Flake?

A About forty-three years of age.

The two cards found on the dresser, and referred to herein, were as follows:

(1st) "Pd take my watch.

PIRK."

"Good by old man."

(2nd) "Pd, tell Anderson to examine my will OK.

PIRK."

After brief consultation the jury found that deceased came to his death between 11 and 12 o'clock in the morning through the effects of a pistol-wound self-inflicted while temporarily insane.

P

14 Govt P

TELEGRAM RECEIVED.

INDEX BUREAU REC'D MAR 27 '05 DEPT OF STATE

From Shanghai

Mch 27 1905.

Received 9 13 A M.

Sec State

Wash.

Dicks resigns Aus by mail Mch 27/05 Recommend Conf mch 30/05

W. Porter Boyd, formerly Consular Clerk, reference 1855

Davidson

INDEX BUREAU MAR 31 1905 FILED

CHIEF CLERK, MAR 27 1905 Department of State.

BUREAU OF APPOINTMENTS
MAY 4 1905
Department of State.

INDEX BUREAU
RECD
APR 25 '05
DEPT OF STATE

3rd ASST. SECRETARY.
APR 30 1905

No.

Consulate-General of the United States,

SHANGHAI, CHINA, March 27th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Subject:

Confirming telegram relative to transfer to Dalny.

Abstract of Contents.

I confirm telegram requesting appointment to Dalny if Department considers it advisable.

INDEX BUREAU
MAY 5 1905
FILED

CHIEF CLERK,
APR 28 1905
Department of State.

No. 662.

Consulate-General of the United States,

SHANGHAI, CHINA, March 27th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram of the 21st inst. addressed to the Honorable John Hay, as follows: "Suiting Department's convenience desire transfer Dalny - Davidson."

The Shanghai papers of the 21st inst. announce the appointment of Mr. Edwin Morgan as American Minister to Korea. This leaves the port of Dalny open, and under the new conditions which the war is likely to bring about, it occurred to me that Dalny might prove a more important place than Antung. On this subject, of course, the Department is far better able to judge than I.

It is possible, I believe, that Dalny may remain in the possession of the Japanese. In this case my experience of ten years with the Japanese in Formosa and my knowledge of the language, could be put to better use at Dalny than at Antung. It is quite possible, however, that Antung may be accessible at an earlier date than Dalny. In this case I would be very happy to go to Antung, and then later transfer to Dalny.

I am quite content to leave the matter in the hands

hands of the Department, feeling that I will receive all that I deserve, and my telegram and this despatch have been sent merely to acquaint the Department with the fact that I prefer Dalny to Antung if the Department consider it desirable in every way that I be sent there.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

CONSULAR BUREAU APR 29 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. APR 30 1905

No. 663

Consulate-General of the United States,

SHANGHAI, CHINA, March 27th 1905. , 190 .

Mr. James W. Davidson,

To the Department of State.

Ack May 3/05

CHIEF CLERK, APR 28 1905 Department of State.

Subject:

New Consular Building at Shanghai.

Abstract of Contents.

States necessity for new Consular Building in Shanghai; furnishes estimate of cost of building and plans for same.

States values of land in Shanghai, and calls attention to desirable lot near leading hotel in City and states price at which it can at present be obtained.

That in his opinion Consular Building should contain Court Room, Post Office, Jail, and residences of Consul and Jailer.

Consular Bureau

MEMORANDUM.

March 13, 1906.

Mr. Bacon:

In the despatch referred to Mr. Davidson said that a site for a consulate could not be obtained in the business district of Shanghai, except at a very large expenditure; that the best site in Shanghai, in fact the only one which would place our Consulate on a parity, so far as location in concerned, with those of Germany, Great Britain, Japan, and Russia, is a piece of land opposite the leading hotel in Shanghai, near the Bund; that this land is one-third of an acre in extent, and could have been purchased in March, 1905, for about $120,000. (Taels 186,046). From Mr. Rodgers' telegram

Consular Bureau.

MEMORANDUM.

it would appear that the offer now made for this land is 250,000 Taels or about $174,000.

There is no other desirable piece of ground available in Shanghai for this purpose. Lots in the central district in the rear of the water front may be obtained for from $25,800 to $44,800 for one-sixth acre, but they are by no means as desirable.

I do not see that we can give Mr. Rodgers any encouraging reply in advance of the action of Congress, but I think this telegram might well be sent to the Committees of Congress having jurisdiction of the matter. As will be seen from the foregoing, the purchase of this ground for $120,000 last March would have been a 45 per cent investment.

WJC

No. 663.

Consulate-General of the United States,

SHANGHAI, CHINA, March 27th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

In reading over the report made by the Hon. Herbert H. D. Peirce, on the subject of Consulates in Asia, I observe that he recommends the Government ownership of the Consular Building in Shanghai.

This is a matter of very great importance, and as property values are increasing very rapidly in Shanghai, it would be greatly to our advantage if an appropriation for at least the land could be obtained as soon as possible. The problem in Shanghai is a rather unique one, and in no way to be compared with those arising in connection with our European Consulates. Unlike the Consulates of Europe, this office comprises, in addition to the usual Consulate, a court and jail and a post office. It is also very desirable, for reasons which will appear to the Department, that in China the principal Consular officer should live in the Consulate.

There are at present resident Americans in Shanghai exceeding two thousand in number, and all matters that would be attended to by the city

and

county officials of a town of that size in the United States are here cared for in the Consulate, in addition to the transaction of numerous matters connected with the shipping and trade.

In obtaining an appropriation for a Consulate Building, it might be considered as a requisition for three different establishments, viz: Consulate, Court House, and Post Office. These could be most conveniently combined in one, and if we add to them sufficient accomodation for a Commercial museum (which, I believe,has been recommended by the President), we should then be able to have a building which would at least not compare unfavorably with the local Consular Buildings of the smaller European Powers. At present, our Consulate is inferior to the other fourteen establishments here, with the exception of the Portuguese Consulate.

The landlord from whom we obtain the present building informs me that after the expiration of the present lease, the rent will be doubled. If this was an American Consulate in Europe, and there did not exist thenecessity for a Court House, Jail and Post Office, it would then be possible to rent a few rooms in some office building in the center of the city; but as it is in Shanghai, it is absolutely impossible to do the work in quarters any smaller than those we at present possess; and as the work is yearly increasing, these quarters will, within two or three years, be too small.

Furthermore

Furthermore, owing to the fact that so much commercial business is transacted here, it is necessary for us to be in the business district. If a Government Building is not erected, or the present rent allowance is not increased, it will be necessary, at the conclusion of our present lease, to go into the suburbs at least a mile from the business district, in order to obtain asmuch room as we at present possess.

Our Post Office handles some four thousand bags of mail a year. There is a large demand for post office boxes, and to obtain the necessary room I have been obliged to take one more room from the Consulate and devote it to Post Office needs.

Having the Court Room attached to the Consulate would be a very convenient arrangement, even were there provided a judicial establishment independent of the Consulate. It would appear very advisable, in order to obtain as presentable a place as possible, that any appropriation for a Consulate, Post Office, or Commercial Museum that may be obtained, be combined in constructing one building.

I have made a very careful study of the requirements of a Consulate here, and I enclose herewith plans drawn to scale. The Department will observe that the building combines Consulate, Court Room, Jail, Post Office, and residence for the Consul and Jailer. The cost of such a building would be as follows:

Main

Main building 2 stories and attics	$32,250.00
Wing building 2 stories and flat roof	$ 3,870.00
Architects Commission, at 7% say	$ 2,580.00
	$ 38,700.00

The building would be erected in the best style of red brick with stone dressings; floors of Singapore red wood; joists ground floor, Singapore Hardwood; first floor, Oregon pine, doors Singapore red wood, teak wood panels.

Bath rooms would be tiled throughout and fitted with hot and cold water, European baths and lavoratories. Corridors would be heated by hot water. The whole would be finished in first class style.

The question of land is a very difficult one. A site in the business district cannot be obtained, except at a very large expenditure. Land values are increasing so rapidly, however, that it would be a good investment to purchase now, even at the seemingly high rates. The best site in Shanghai, and in fact the only one which would place our Consulate on a parity so far as location is concerned, with that of the German, British, Japanese and Russian Consulates, is a piece of land opposite the leading hotel in the City, near the Bund, with a fine river frontage. It is an ideal site in every respect

respect, and would provide sufficient room for our present and future requirements. No doubt a large piece of land could be reclaimed along the river front at a nominal cost, and added to our lot. A drawing of this tract of land is enclosed herewith, and a photograph of the water front showing its location. Thistract of land is more than one third of an acre in extent, and is at present used as a garden by the hotel above mentioned. It could be purchased at present, I am informed, for the equivalent of about $120,000-. Land along the river front, which is the pick of all properties in Shanghai, is worth about Taels 100,000- ($64,500.00) per mow (one-sixth of an acre). No lots, however, suitablefor our purpose are here available, with the exception of the one mentioned above.

Lots in the central district, in the rear of the water front, may be obtained at from Tls.40,000- ($25,800.00) to Taels 70,000- ($44,800.00) per mow. Further out in the Western district, land varies from Taels 1000- ($645.00) to Taels 7,500- ($4,827.50) per mow, but this, however, would not be suitable, owing to its great distance from the business district.

The tracings I enclose are supplied with the compliments of Messrs. Davies & Thomas, Architects and Real Estate Agents. The ground floor plan was drawn from a rough sketch made by myself, after a careful study of our requirements, both

as

as to the space required and the necessary location of the respective rooms.

I have the honor to be,

Sir,

Your obedient servant,

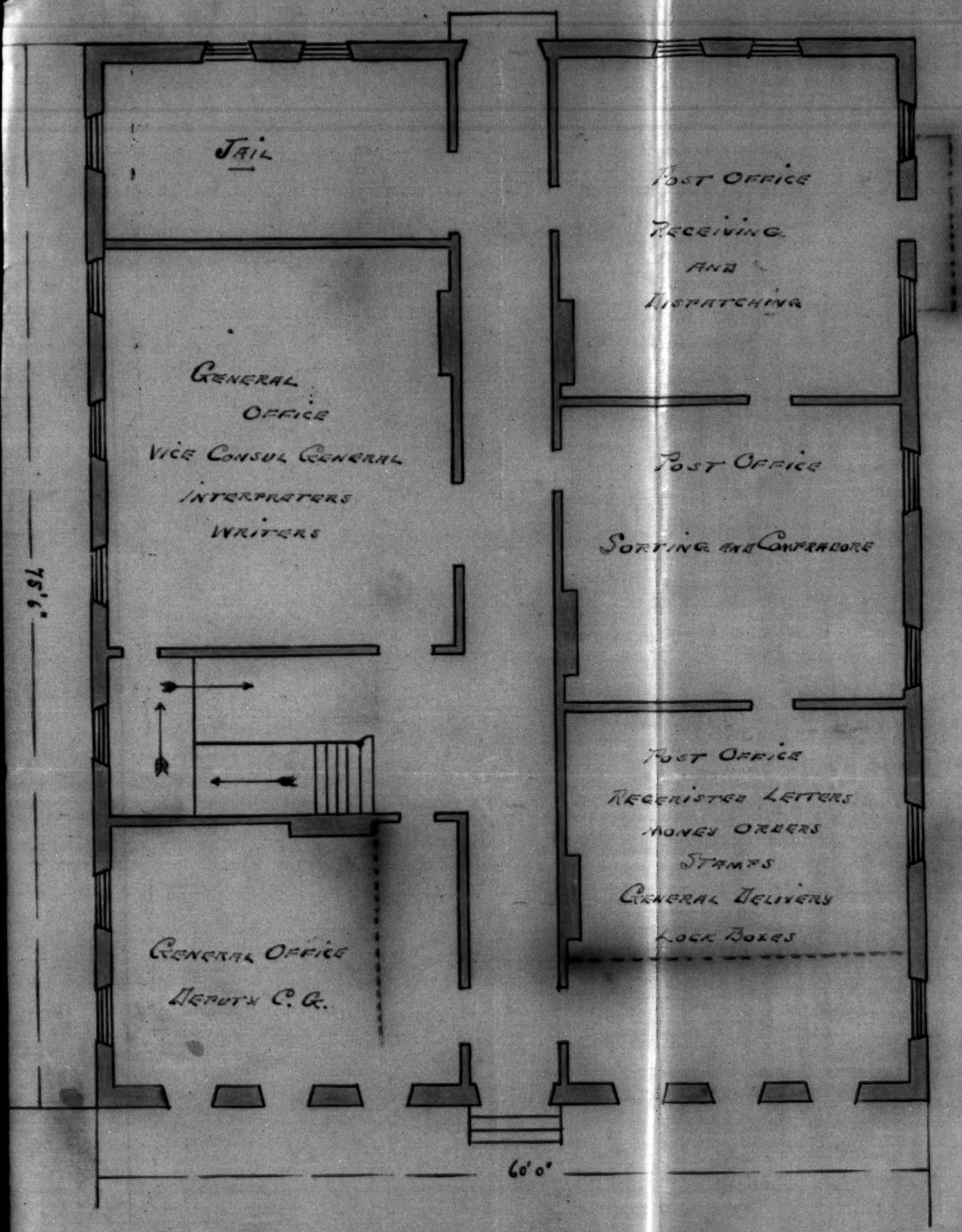
James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

ENCLOSURES: No. 1, Ground plan of Consulate.

No. 2, Map of site.

No. 3, Photograph of water front.



GROUND FLOOR OF THE AMERICAN CONSULATE,

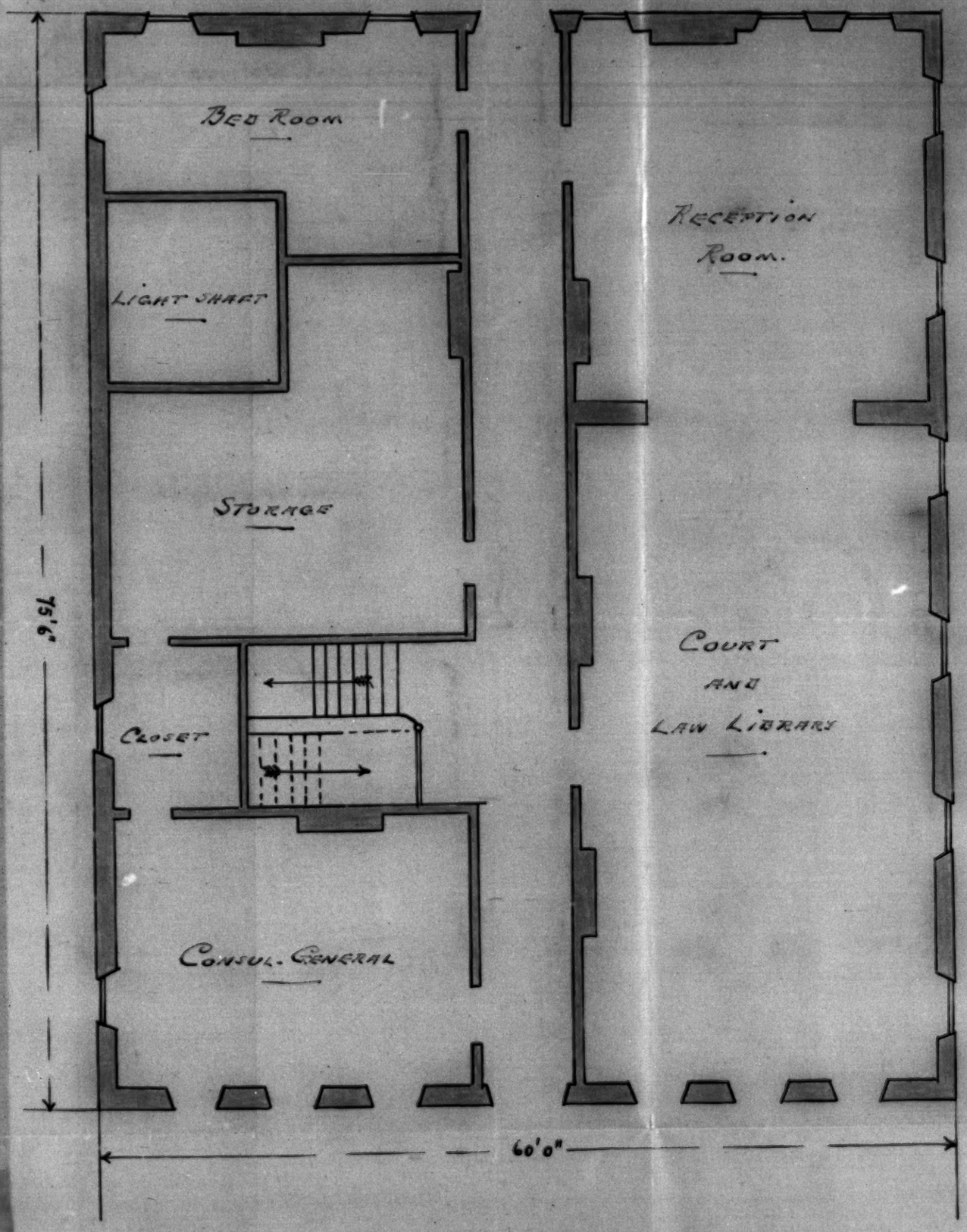
SHANGHAI, CHINA.

JULY 3rd 05"

SCALE 1" = 1 FOOT

Rawlins

NEW

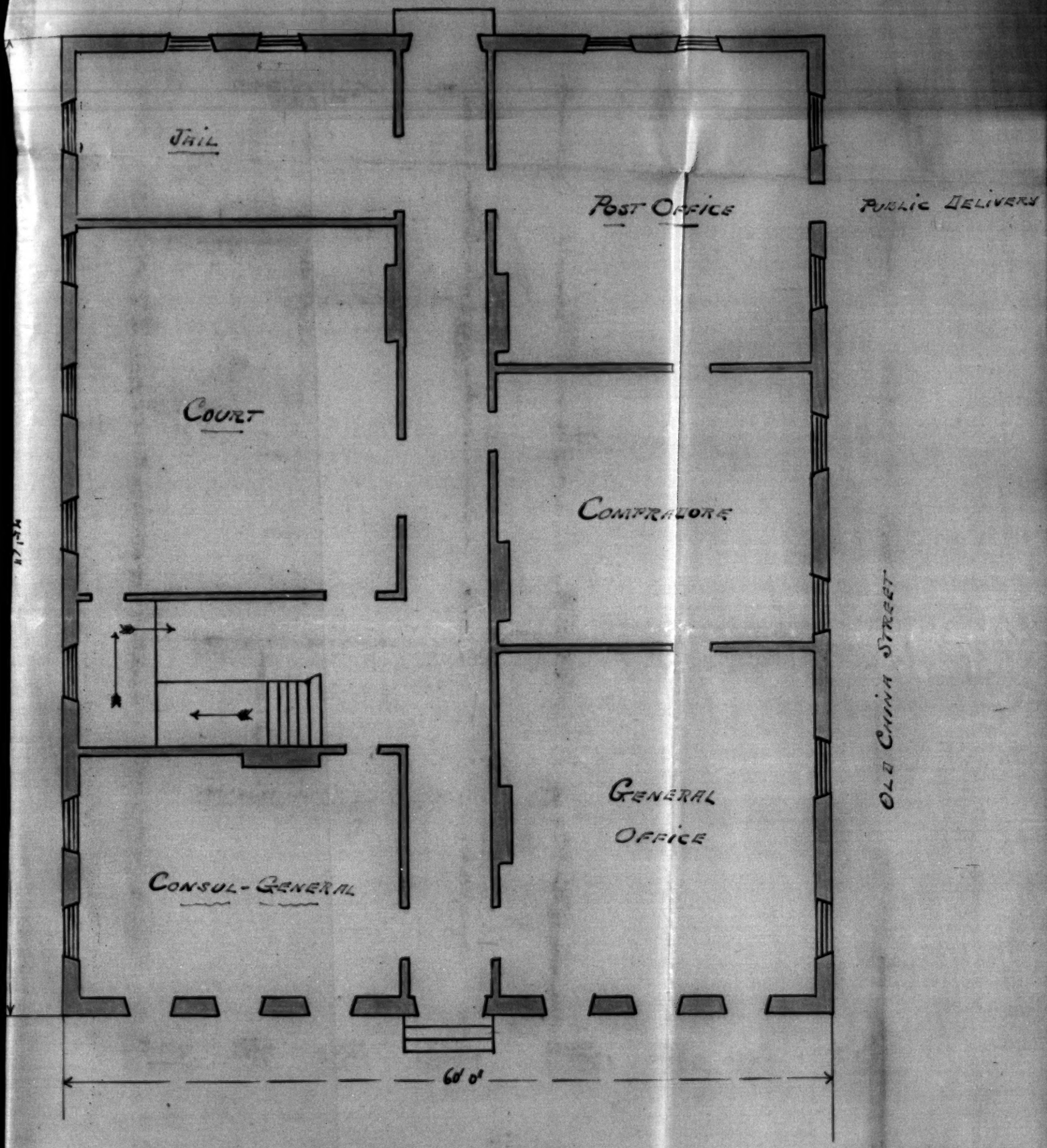


SECOND FLOOR OF THE AMERICAN CONSULATE,
SHANGHAI, CHINA.

JULY 3rd-05.

SCALE $\frac{1}{8}$" = 1 FOOT

NEW

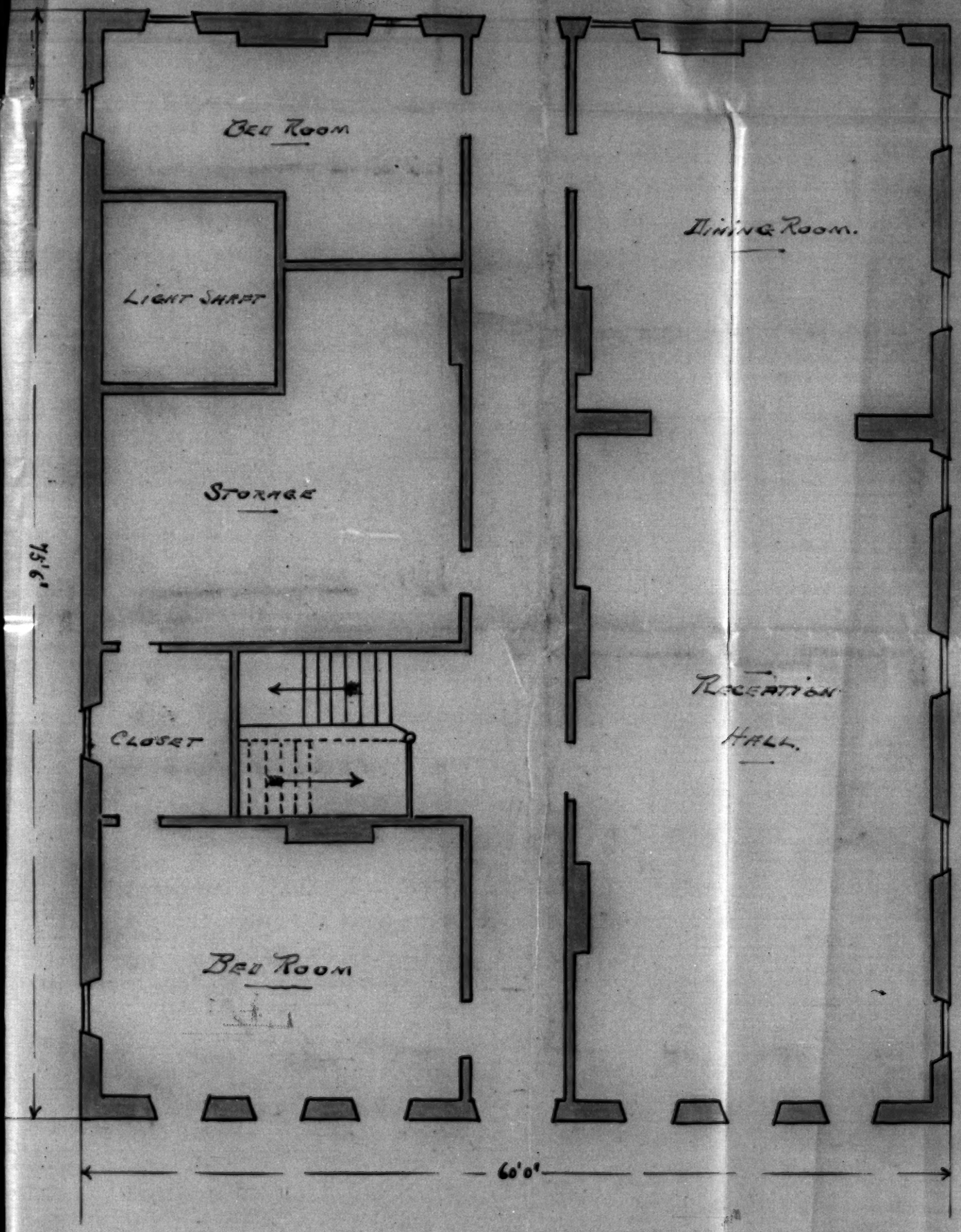


GROUND FLOOR OF THE AMERICAN CONSULATE,
SHANGHAI, CHINA.

JULY 3rd-05.

SCALE $\frac{1}{8}$" = 1 FOOT.

OLD.



SECOND FLOOR OF THE AMERICAN CONSULATE.
SHANGHAI, CHINA.

JULY 3rd - 05.

SCALE $\frac{1}{8}$" - 1 FOOT

OLD.

CONSULAR BUREAU
DEPARTMENT of STATE

3rd ASST. SECRETARY.
APR 30 1905

164.

Consulate-General of the United States,

SHANGHAI, CHINA, March 27th 1905. 190 .

James W. Davidson,

To the Department of State.

Ack with thanks
Ack'd May 1/05

CHIEF CLERK,
APR 28 1905
Department of State.

Subject:

Proposed American Consulate at Tsingtau.

Abstract of Contents.

Enclosure to Consular Bureau

Transmitting report of Kiachow and suggesting that it be considered in connection with Consul's despatch No. 638 recommending that a Consulate be established at Tsingtau (Kiachow).

INDEX BUREAU
MAY 2 1905
FILED

No.

Tsingtao.

Transmitting report of Klagkow and suggesting that it be considered in connection with Consul's despatch No. 829 recommending that a Consulate be established at Tsingtao, Klagkow.

No. 664

Consulate-General of the United States,

SHANGHAI, CHINA, March 27th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith copy of a report on Kiachow. In connection with it, I would call your attention to my despatch #638 of February 8th, on the subject of a Consulate at Kiachow. (Tsingtau).

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

ENCLOSURE: No. 1, Report on Kiachow.

No.

APR 24 '05
DEPARTMENT OF STATE
DIVISION OF RECORDS
DEPARTMENT OF STATE
CONSULAR BUREAU.
APR
26
1905
3rd ASST. SECRETARY.
APR 26 1905

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, March 30th, 1905.

Mr. James W. Davidson,

To the Department of State.

Ans by form May 8/05

CONSULAR BUREAU.
NOTED.

Subject:

Marriage.

Abstract of Contents.

Transmitting copy of Marriage certificate issued to Geo. H. Seville and Jessie M. Greene.

INDEX BUREAU
MAY 9 1905
FILED

CHIEF CLERK.
APR 26 1905
Department of State.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA? March 30, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith a copy of marriage certificate issued to George H. Seville and Jessie M. Greene in compliance with paragraph #419 of the Consular Regulations.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL.

Y.W.

Form No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR NOTARIAL SEAL U.S.

Consular Office of the United States of America

SHANGHAI, CHINA March 29th 1905

I, Julian H. Arnold, Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this twenty-ninth day of March A. D., 1905, at China Inland Mission in the city of Shanghai, China, George N. Seville, aged 29 years, born in Pennsylvania and now residing in Wenchow, China, and Jessie M. Greene, aged 30 years born in New York, and now residing in Wenchow, China, were United in Marriage before me, and in my presence, by Rev. T. J. Lawhon, who is authorized by the laws of Maryland to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this twenty-ninth day of March, A. D., 1905, and of the Independence of the United States the 129th

Julian H. Arnold
Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU APR 26 1905 DEPARTMENT OF STATE
INDEX BUREAU RECEIVED APR 26 1905 DEPARTMENT OF STATE
3rd ASST. SECRETARY. APR 26 1905
CHIEF CLERK, APR 26 1905 Department of State.

No. 4

Consulate-General of the United States,

Shanghai March 31, 1905.

Mr. Goodnow

To the Department of State.

Subject:

Cipher Book

Ans 4 Shanghai - sent to secure the volume Apr 27/05 4

Abstract of Contents.

Asking direction for its disposal.

INDEX BUREAU MAY 2 1905 FILED

No. 11

Consulate-General of the United States,

Shanghai March 31 1905 , 190 .

Honorable F. B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir: I have in my possession Cipher Book of the Department of State No. 52, which I received with instruction not to turn it over to any one without specific instruction from you.

I will therefore thank you to direct me what to do with it.

I am, Sir,

Ypur obedient servant,

John Goodnow

Consul General

CHIEF CLERK
APR 26 1905
Department of State.

Shanghai March 31 1905

F. S. Locock,

I have in my possession Clyn or Book of the
Department of State No. 82, which I received with instruction not to
turn it over to any one without specific instruction from
you.

I will therefore thank you to direct me what to do
with it.

I am, Sir,

Your obedient servant,

Consul General

CONSULAR BUREAU
APR
25
1905
DEPARTMENT of STATE

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3rd ASST. SECRETARY.
APR 26 1905

No. 415

Consulate-General of the United States,

SHANGHAI, CHINA, April 1st 1905. , 190 .

Answered form
April 29/05

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK,
APR 26 1905
Department of State.

Subject:

Consulate-General, Shanghai.

Abstract of Contents.

Announcing taking over charge of Consulate-General from Mr. John Goodnow.

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No. 15

Consulate-General of the United States,

SHANGHAI, CHINA, April 1st 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that I have this day taken over charge of this Consulate General from Mr. John Goodnow.

I have the honor to be,

Sir,

Your obedient servant,

James W. Ramsey

S.M. VICE CONSUL GENERAL IN CHARGE.

file

Shanghai, China, April 1 1905

To the Hon. Secretary of State,

Washington, D. C.

Sir:-

There is in the Department of State a decoration which was conferred on me by the Chinese Government for services rendered toward preserving the peace in the greater part of China in 1900.

As I am now out of the public service, I will thank you to send me the decoration to Shanghai, China.

I am, Sir,

your most obedient servant,

John Goodnow

INDEX BUREAU
MAY 2 1905
FILED

CHIEF CLERK,
APR 26 1905
Department of State.

Shanghai, China, April 1 1909

To the

Hon. Secretary of State,

Washington, D. C.

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Your most obedient servant,

CONSULAR BUREAU. MAY 17 1905 DEPARTMENT OF STATE

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No. #

Consulate-General of the United States,

Shanghai, China, April 10th, 1905.

CONSULAR BUREAU. NOTED.

Mr. James W. Davidson,

CHIEF CLERK, MAY 17 1905 Department of State.

To the Department of State.

Ans by June May 19/05

Subject:

Report of death.

Abstract of Contents.

Reporting the death of Antonio Bagaman.

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No. 4

Consulate-General of the United States,

Shanghai, China, April 10th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith report in duplicate of the death of Antonio Bagaman.

I am, Sir,

Your obedient servant,

James W. Davidson

Vice Consul General in Charge.

Y.W.

Consulate General of the United States, April 30th

Francis B. Loomis,

I have the honor to transmit herewith report in
duplicate of the death of Antonio Ragusan,

I am, Sir,

Your obedient servant,

Vice Consul General in Charge.

T.W.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.,

March 22nd., 1905 190 .

Name: Antonio Bagaman

Native, or naturalized: Filipino

Date of death: March 22nd

Place of death: Shanghai

Cause of death: Bronchitis Capillaris

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: Can bring

Disposition of effects:

Address of family: 725 Miller Road, Shanghai

Family notified:

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 417

Remarks: Aged six Months

[SEAL.]

James W. Davidson

Vice Consul-General of the United States. in charge.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

Enclosure No. _____ *in despatch*

No. _____.

_____, *190* .

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU.
NOTED.

Consular Service, U. S. A.,

March 22nd., 1905 190 .

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Family notified:

Accompanied by relatives: Yes

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Remarks: Aged six Months

[SEAL.]

James W Davidson

Vice Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

Report of the Death of an American Citizen.

*Enclosure No.*_____*in despatch*

*No.*_____.

_____, *190* .

CONSULAR BUREAU
MAY
17
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No. #

Consulate-General of the United States,

Shanghai, China, April 10th, 190 5.

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK,
MAY 17 1905
State.

Subject:

Marriage.

Answered May 19/05

CONSULAR BUREAU.
NOTED.

Abstract of Contents.

Reporting the marriage of A. M. Sutherland to Carrie Dale Kendall.

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No. 5

Consulate-General of the United States,

Shanghai, China, April 10th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inclose herewith a marriage certificate issued to Arthur Mark Sutherland and Carrie Dale Kendall in accordance with paragraph #419 of the Consular Regulations.

I am, Sir,

Your obedient servant,

James W. Davidson

Vice Consul General In Charge.

F.W.

Form No. 87.

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA April 8th 1905

I, M. Porter Boyd, Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this Eighth day of April A. D., 1905, at the Residence of Archdeacon, in the city of Shanghai, China, Arthur Mark Sutherland, aged 28 years, born in Oldwatter, Michigan and now residing in Shanghai, China, and Ernie Dale Kendall, aged 32 years born in Hinton, Iowa, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Archdeacon Thompson, who is authorized by the laws of the State of Newyork to perform such a ceremo

CONSULAR BUREAU, NOTED.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this Eight day of April, A. D., 1905, and of the Independence of the United States the 129th

M. P. Boyd

Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

INDEX BUREAU
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CONSULAR BUREAU
MAY
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No. 4

Consulate-General of the United States,

Shanghai, China, April 14th , 1905.

CHIEF CLERK,
MAY 17 1905
Department of State.

Mr. James W. Davidson,

To the Department of State.

Ans by Mr. May 19/05

Subject:

Law Reports.

Abstract of Contents.

trans reports of various consular courts cases

INDEX BUREAU
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No. 8.

Consulate-General of the United States,

Shanghai, China, April 14th, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith reports in duplicate of the following cases came before this Consular Court:-

1. U. S. v. Albert Mattingly,
2. U. S. v. Edward Dunlop.
3. U. S. v. F. W. Drew.
4. U. S. v. Albert Mattingly.
5. U. S. v. Leopold Rosthorn.
6. U. S. v. J. J. Allen.

I am, Sir,

Your obedient servant,

James W. Davidson

Vice Consul General in Charge.

Enclosures: as above stated.

Y.W.

Law Report.

AMERICAN CONSULAR COURT.

Shanghai 31st March.

Before the Hon. J. H. DAVIDSON,
Vice Acting Consul General in charge.

DRUNK AND DISORDERLY.

Albert Mattingby, unemployed, was charged with being drunk and disorderly and assaulting Indian P.C. 126 in Yuhang Road whilst in the execution of his duty on the 30th ult.

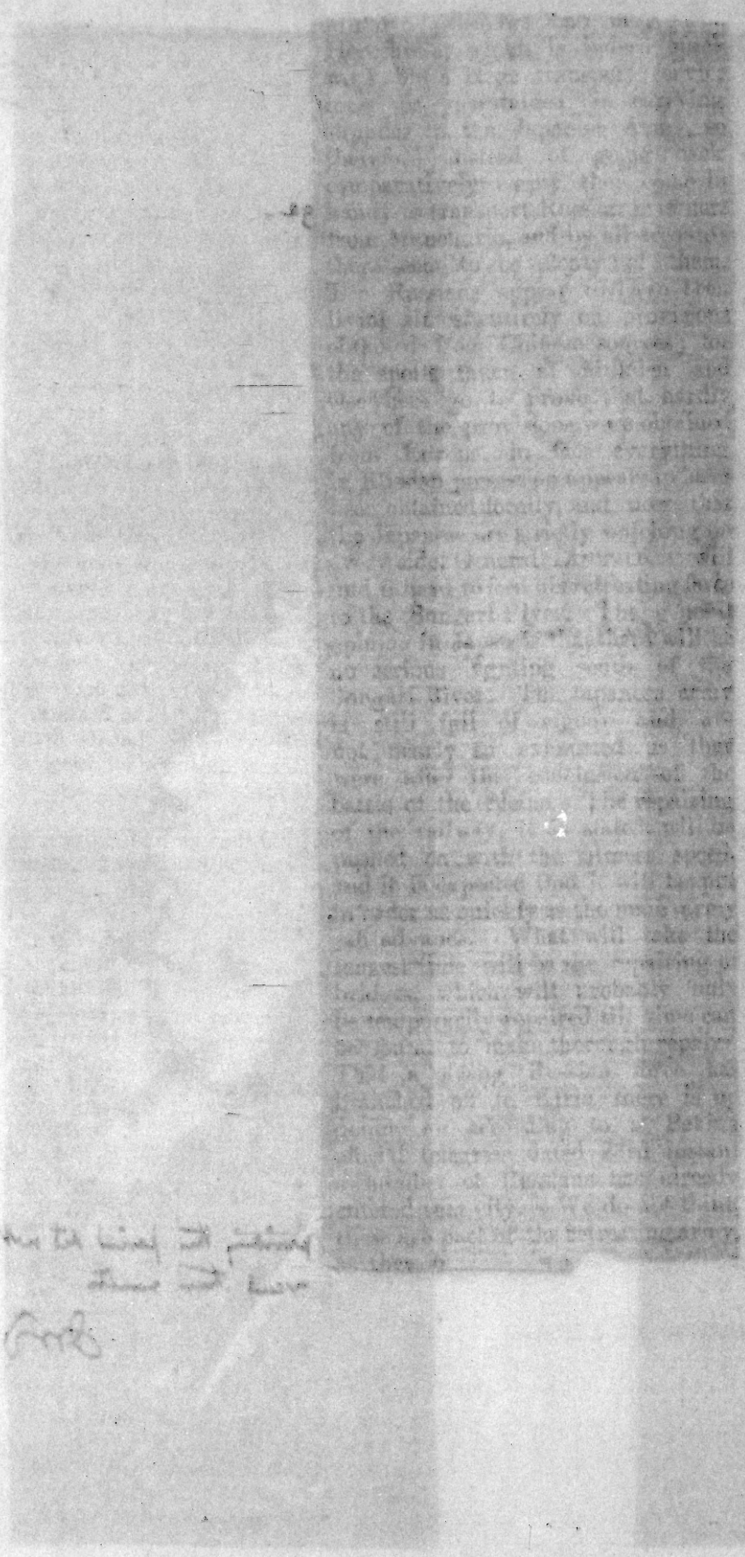
This case was remanded from yesterday.

Accused pleaded guilty.

Inspector Burke said that at 12.45 a.m. on the 30th ultimo accused, together with a number of other men, was trying to force an entrance to a house in Yuhang Road. They were not wanted inside the house. Seeing the disturbance Indian P.C. 126 came up. Accused picked up a wooden bar and struck the constable causing a slight injury to his head. Had it not been for the turban the constable was wearing, the wound might have proved serious. Accused was eventually brought to the station by the Indian constable and one or two native policemen.

Accused, in answer to the Court, said that he was a seaman and had "jumped" his ship on the 5th January. He obtained work in the General Hospital to attend to an invalid but he had now recovered and accused's services were no longer required. He was 19 years of age. He had no money. The house referred to was a brothel.

His Honour said that considering that he was under age and that he did not appear of the usual class brought up at police courts he would be dealt with leniently this time. He would be imprisoned in the Consular gaol until a ship could be found for him, providing the period did not exceed three months.



AMERICAN CONSULAR COURT.

Shanghai, 3rd April.

Before the Hon. J. W. DAVIDSON, Vice-Consul-General in charge.

BURGLARY.

Edward Dunlope, unemployed, living at the Thos. Hanbury Coffee House, was charged with being found on the enclosed premises of No. 3, Minghong Road at 2.30 a.m. on the 2nd instant, for the purpose of committing felony.

Prisoner pleaded guilty but said that he was so far under the influence of drink that he did not know what he was doing.

Inspector Bourke said that a telephone message was received at the Hongkew Station about 2 a.m. on the 2nd instant, asking that a constable be sent to No. 3, Minghong Road. Prisoner was caught in the room of one of the boarders by the boarder himself and handed over to the police. The house was apparently locked but prisoner had in some way effected an entrance and had gone from room to room.

Robert Henkel, sworn, said that he was employed in the China and Java Export Company. On Sunday morning at about 2 o'clock he was awakened by a rattle at his desk, among his papers. He also heard the drawers being opened and closed. Then he heard somebody at the wardrobe. It was quite dark and witness called out to know who was there. Receiving no answer he sprang from his bed, grabbed prisoner by the throat and called Mr. Cook. Prisoner could make no resistance as witness held him too tightly by the throat. Prisoner had no bag or implements with him.

By Inspector Bourke—Witness lost nothing. He thought prisoner must have known what he was doing. He wanted to be allowed to go but the police were telephoned for and witness held prisoner until a constable arrived.

Mary Jane Roberts, sworn, said that she kept the boarding house in question. At about 2 o'clock she heard a noise in No. 3 room She had seen that the front door was properly closed so when she heard noise of a struggle upstairs she called her son-in-law to see what was the matter. Prisoner had been in No. 4 room before entering No. 3. Witness closed the front door at a quarter to twelve. All the gentlemen in the house had latch keys. Prisoner must have entered by the back door which was open when witness went to see afterwards. Prisoner had entered several rooms. The wall around the premises could be climbed over. The servants attended to the closing of the back door. Witness saw prisoner in Mr. Henkel's room. He seemed to be under the influence of drink but knew what he was doing.

By Inspector Bourke—Witness had never seen prisoner before. He had never been a boarder in her house.

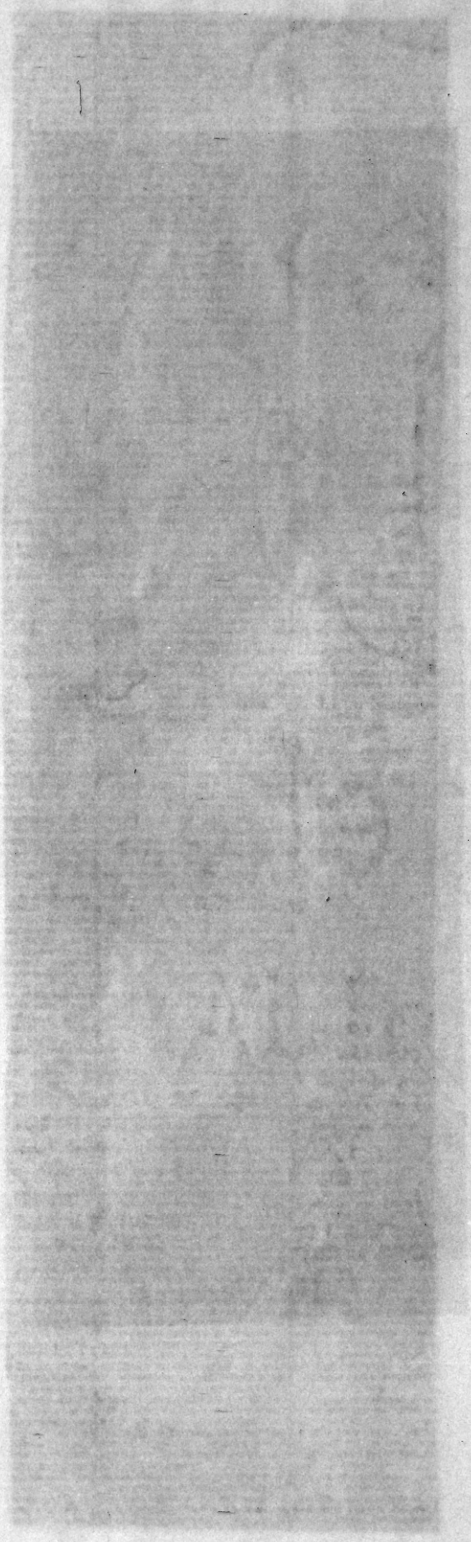
Foreign P.S. 8, sworn, said that he received a telephone message from the house in question at about 2.20 p.m. on the 2nd inst. As the house was not far from the Station witness went over himself. He found some men holding on to prisoner and witness took him over. Prisoner made no statement to witness. Prisoner seemed to have been drinking. Witness did not examine the doors but took prisoner straight to the Station.

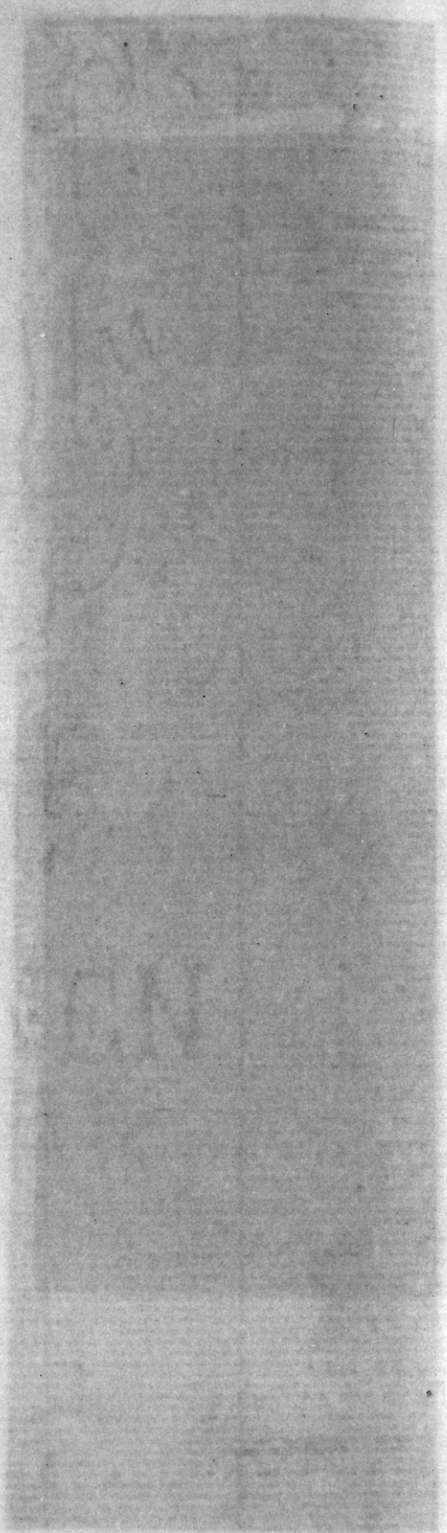
Inspector Bourke said that the doors were examined the next morning but no traces of force having been used to open them were to be seen.

Prisoner said that he had nothing to say except what he had already stated. He was intoxicated and did not remember anything about the matter. He was discharged off the Arthur Sewell, a sailing vessel; he was not a sailor but a fireman. He obtained work ashore but was not now employed.

It was explained by Mr. J. H. Arnold of the Consulate General that on prisoner being discharged from the Arthur Sewell, he declared his nationality to be American. It appeared that subsequently prisoner had stated that he was a Britisher. After further explanations had been made the Court concluded that prisoner was an American citizen.

His Honour said that prisoner was found guilty and would be sentenced to three months' imprisonment. Addressing the Police he said that they should be careful in ascertaining the nationality of prisoner brought before this Court. One man was tried and sentenced at the American Consular Court and 25 days afterwards it was discovered that he was a British subject.





AMERICAN CONSULAR COURT.

Shanghai, 4th April.

Before the Hon. J. W. DAVIDSON, Vice Consul-General. in charge

FORCIBLE EJECTION.

F. E. Drew, 213 Millar Road, was arrested on an American consular warrant for assaulting and beating complainant Gar Gan.

Accused was released from custody on a bail of $200 being given for his appearance in court this morning.

Accused pleaded not guilty.

Gar Gan gave, through an interpreter, disjointed evidence of what had occurred. The sum total of his statements were construed to mean that he had applied for a room at accused's place, No. 79 Yangtsepoo Road, to sell some wares to the Russians living there. He offered accused from five to ten per cent. commission on his sales, for the privilege. Accused refused to let him have the room and complainant engaged a Chinese shop close by. Later on accused sent for complainant and on his appearing, accused assaulted him.

F. E. Drew, sworn, said he was formerly in the building business but was now looking after the cooking department at No. 79, Yangtsepoo Road. He had only seen accused once before in his life. That was on Sunday morning when witness's boy came to tell him that there was a black man fighting with the boys outside. Witness went outside the gate and saw complainant fighting with the boys. Witness told complainant to get out and pushed him.

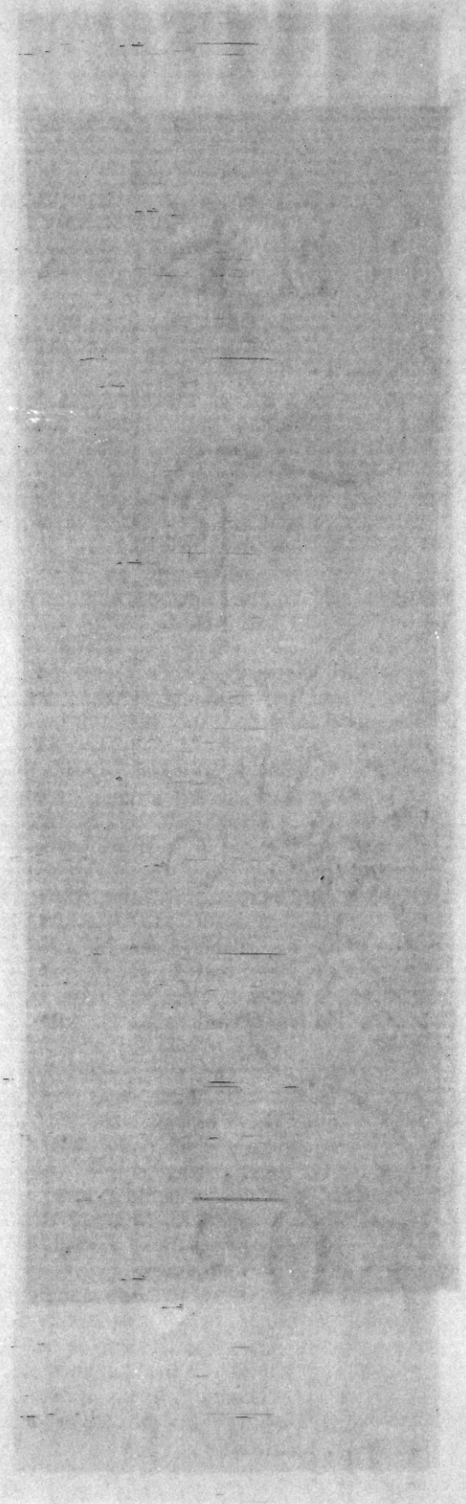
Ting Song San, sworn, said that he was inside the house at Yangtsepoo when two black men came. They were selling wares on the street. The taller of the two rushed in, pulled witness's ear and handled him roughly. When complainant came in witness did not touch him; he did not know if anybody else touched him. Witness did not know why complainant came in at all. Accused was witness's master. His master did not strike complainant but told him to go out. Witness did not see complainant bleeding.

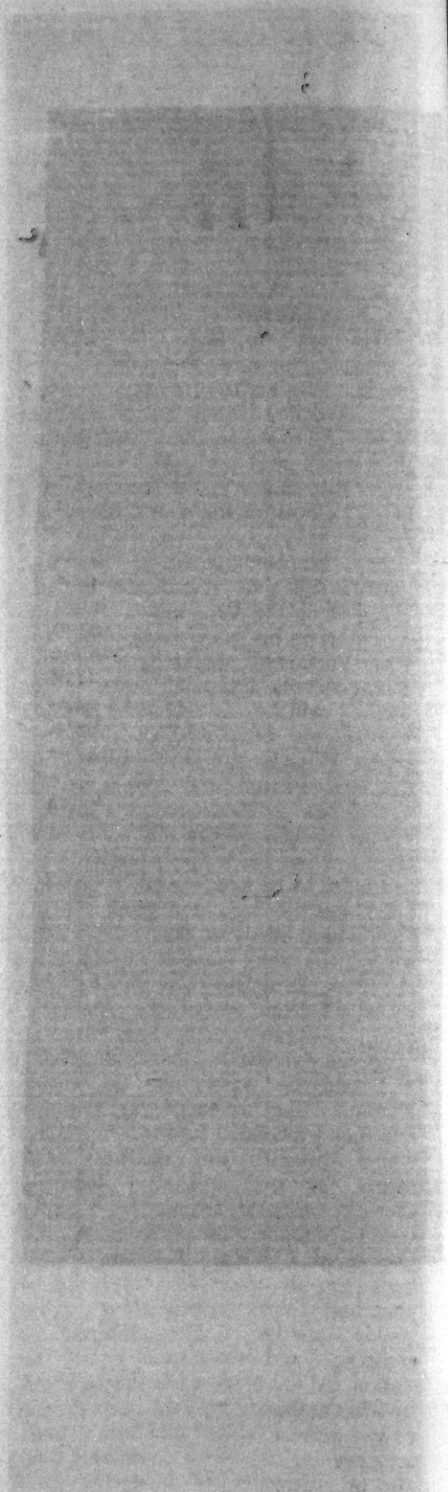
Lo Pau Sung, sworn, said that he was gate keeper, pro tem., at the house mentioned. Complainant and another man wanted to enter the house to sell some wares. Witness refused to let them in as he had no permission to do so from his master. The taller of the men (complainant) took hold of witness by the queue, the other man kicked and otherwise handled him roughly. One of the boys called for the master and together they hustled complainant out. Accused did not strike complainant but simply pushed him. In being pushed out complainant fell against a stone at the gate.

Gar Gan again gave evidence from which it appeared that he was sent for by accused; that he was refused admittance; that accused struck him, first on the ear and then on other parts of the body; that he reeled; that he fell; that he bled; that he got up, ran away, and went to the Police Station.

Lo Pau Sung said that nobody was sent to call complainant.

His Honour said it would appear complainant was in a private compound where he had no right to be. He declared he was there in response to a message. This was not proved. It was clear that he had been ejected by forcible means which should not have been resorted to. Accused would be fined $10 Mex. with costs.





AMERICAN CONSULAR COURT.

Shanghai, 8th April.

Before the Hon. J. W. DAVIDSON, Vice-Acting Consul-General. in charge

GAOL BREAKING.

Albert Mattingly was charged on his own confession with breaking out of the American Consular gaol on the 5th inst.

Inspector Aiers said that at about 1.30 p.m. yesterday as P. C. MacDonald was going along the Yangtzepoo Road he saw the prisoner and another man walking along the road and, suspecting them to be the men wanted, he spoke to them and invited them into a near by hotel.

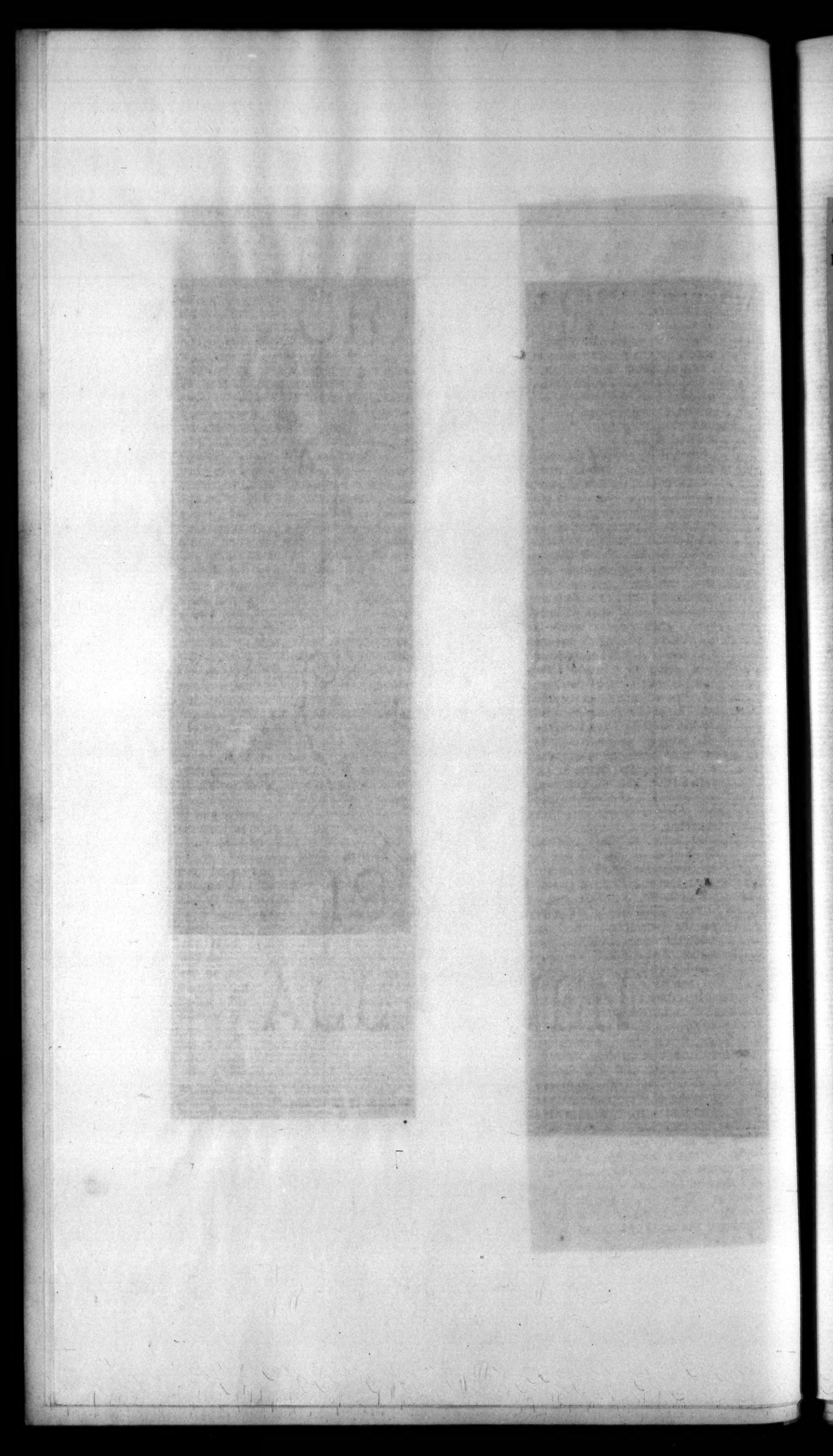
At this stage His Honour said it would be best for the constable to tell his own story.

P. C. MacDonald No. 70, said that at about the time mentioned he was riding along the Yangtzepoo Road in a ricksha on his way back from the River Police hulk where he had placed a prisoner who had been arrested for hawking whiskey, and saw the prisoner and another man coming along the road. Witness had a description of the men wanted and suspected the men he saw to be the same. Witness got out of his ricksha and as he was disguised as a ship's fireman, he pretended to be drunk and staggered up against the men and said "Hello boys where are you going?" They replied that they were trying to keep out of the detectives' way as they had recently broken out of the American gaol. Witness then said "never mind them, come and have a drink" and said he was going on board his ship. They accepted the invitation and they proceeded to the Camp Hotel where three battles of beer was called for and drank. Mattingly showed witness a slip of paper which contained an account of the gaol break. Witness then said "Well boys I am an officer and arrest you so you had better come along to the station quietly." They offered no resistance and went quietly to the station. At the station Mattingly asked by what authority he had been arrested and witness replied that he had been arrested on his own confession and also on suspicion of being the man wanted. Mattingly at first said his name was Frank Johnson, and that he was a Swede, but later on he gave his true name. Witness took the men to the hotel so as to get some information from them and so that they could not suspect him of being a detective.

Inspector Aiers said that after the arrest Allen said to Mattingly: "Don't say anything about my assisting you." Witness did not know what those words meant.

Accused said that he had nothing much to say. Rosthorn was responsible for the hole that was made in the wall. It was started at 5.30 p.m. on Tuesday and himself and Rosthorn got out at about 10.30 p.m. When they were outside they went to the Coffee House but found it locked up so they went along to the Fearon Road. When they got outside the gaol they met Allen who had three rickshas which they entered and rode away. Allen had $10 in his possession. He had been waiting for them about fifteen minutes. They first met him when they escaped. Allen did not assist to make the hole. They stopped one night in a brothel in the Fearon Road and another night they walked the streets. He first knew Allen in the States. He met him in New York three years ago. When they met Allen with the rickshas they went to the Coffee House and then to Fearon Road. Rosthorn went away the second morning after the escape. He had a double face gold watch which he received from a friend. He had no money except some which witness gave to him. He went to French Town and witness has not seen or heard from him since. He did not know where he was now.

His Honour said that Albert Mattingly who was sentenced in the American Court to confinement until a ship could be obtained for him on the charge of assulting a native constable was found guilty of feloniously breaking prison and is sentenced to three months imprisonment to begin from the passing of sentence. The Court desired to express its appreciation of the skill shown by P. C. MacDonald for his clever capture of Mattingly and to extend to this officer its thanks.



AMERICAN CONSULAR COURT.

Shanghai, 10th April.

Before the Hon. J. W. DAVIDSON, Vice ~~Acting~~ Consul General. in Charge

GAOL BREAKING.

Leopold Rosthorn was charged with breaking out of the American Consular gaol during the night of the 5th inst, whilst undergoing a sentence of eight months' imprisonment. Further charged with stealing one gold watch and one razor valued at $50, the property of J. W. Davidson, Consul General.

Accused pleaded guilty to stealing the watch and razor.

P. C. Rosser, No. 75, said that about 6 p.m. the 8th inst. he received information that one of the men wanted for breaking out of the American gaol was in hiding in a house numbered No. 95 Tibet Road. Witness went to the house mentioned and enquired of some of the boys if the man was inside and they said "Yes." Witness then went inside and saw the accused who pretended that he was a Russian and did not understand English. Witness told him that he was an American subject and was wanted for gaol breaking. Accused however refused to come to the station, so witness put a watch on the place and went to the Louza Station and informed Detective Aiers who accompanied witness to the house in Tibet Road and placed the accused under arrest. He struggled most violently and it took four men to take him to the station. Witness would not like to say from whom he received the information. Detective Aiers had recovered the stolen property.

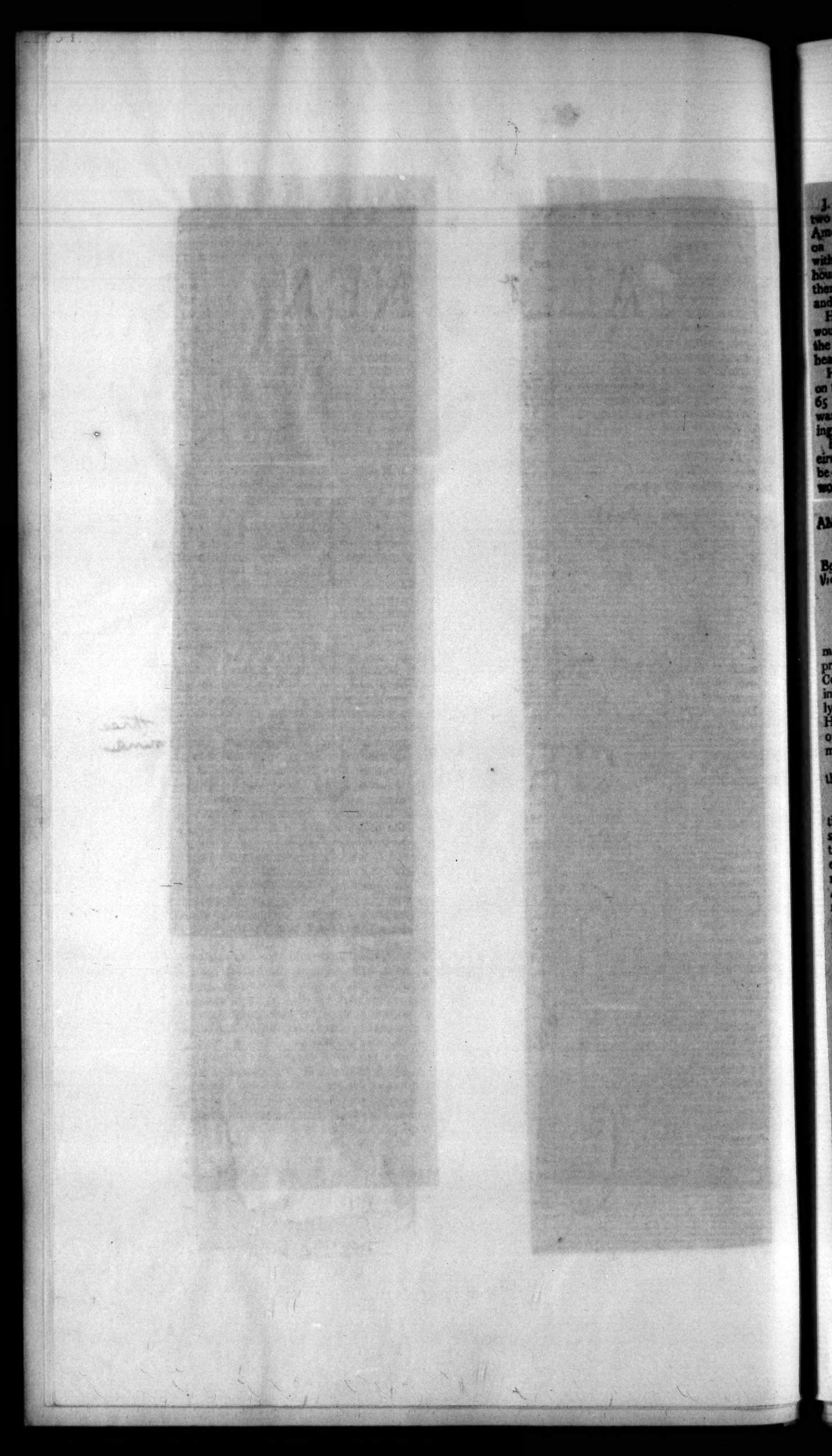
Detective Sergt. R. Aiers, said that at about 6 p.m. on the 8th inst. he received information from Constable Rosser that the man wanted by the American authorities was at a Russian house No. 95, Tibet Road. Witness went with the constable to the house and arrested the accused and took him to the station. At the station accused said he had been assaulted by Mattingly and another man in the Tibet Road and that they had taken a watch and a razor away from him. Witness recovered the watch from a shop in the Boone Road while the razor was recovered from a pawn shop.

Accused, sworn, said that he was confined in one cell with Mattingly. The hole in the wall was started a few days before the escape. They had no tools except their hands to work with. They got out of the cell about midnight. Witness saw Allen for the first time on the night of the escape. Before that he saw him about the gaol working. The night of the escape he saw him in Fearon Road. He spoke to Mattingly as he was a friend of his. Allen did not have any rickshas. Witness did not see him with rickshas when the escape was effected. Fearon Road was the first place they went to. It was after midnight and they walked all the way. When they dropped out of the cell they went up the alley way to the street and met no one but natives. Allen might have been there but witness could not remember. Witness had no money. He did not get any from anybody. He received four dollars for an overcoat and razor which he pawned. He received no money from Mattingly. They stopped the first night in a brothel in Fearon Road. Allen was there but only remained for a little while. Witness did not see Allen give any money to Mattingly. Witness first saw Allen in Fearon Road and Mattingly spoke to him but witness did not understand what was said as they spoke so quick and witness could not understand English when it was spoken quickly. Witness lost his coat the second night after the escape. The second night he was in a house in Tibet Road. It was a Russian house and Mattingly stole the coat there. Witness and others got drunk and when he woke up in the morning the coat and watch were gone.

His Honour said that accused had been found guilty of breaking gaol and would be sentenced to six months' imprisonment, and on the petty larceny charge he would undergo ~~four~~ three month's imprisonment, the term of ~~ten~~ nine months' imprisonment to commence at the expiration of the original sentence which defendant was serving when the escape was effected.

The Court desired to compliment the police on the capture of Rosthorn and to extend to them its thanks.

After the Court had adjourned, his Honour said that a newspaper man had rendered material assistance to the police in the capture but he had expressed a wish that his name be not mentioned.



AIDING PRISONERS TO ESCAPE.

J. J. Allen was charged with assisting two prisoners to escape from the American Consular Gaol in Shanghai on the 5th inst. Further charged with feloniously entering the dwelling house of one Hans Holst and taking therefrom an overcoat valued at $20, and $5 in money.

His Honour said that this case would be remanded till Wednesday, the 12th inst., when it would be heard with Assessors.

H. Holst said that he was stationed on the Tungsha Lightship which was 65 miles from Shanghai and that he was going out to her to-morrow morning at nine o'clock,

His Honour said that under the circumstances the case would have to be tried this afternoon, therefore he would remand it till 4 p.m.

AMERICAN CONSULAR COURT.

Shanghai, 10th April.

Before the Hon J. W. DAVIDSON ~~Vice Acting~~ Consul General, and Messrs. MEYERS and VAN ZANDT, Assessors.

AIDING PRISONERS TO ESCAPE.

J. J. Allen was brought up on remand charged with assisting two prisoners to escape from the American Consular Gaol in Shanghai on the 5th inst. Further charged with feloniously entering the dwelling house of one Hans Holst and taking therefrom two overcoats valued at $45 and $5 in money.

His Honour said he would now take the evidence on the first charge.

Accused pleaded not guilty.

P.C. MacDonald, No. 70, sworn, said that about 1 p.m. the 7th inst. he saw Allen and Mattingly on the Yangtzepoo Road. In the conversation that ensued Allen said that they were the men who had escaped from the American Consular Gaol. Before witness entertained the men at the Camp Hotel, accused gave witness a clipping which contained an account of the escape. On the way to the station Allen said to Mattingly, "Don't give me away." This morning in this Court, as the prisoner was passing by Allen witness heard Allen tell ~~Mattingly~~ Rosthorn something that sounded like "Don't give me away."

His Honour said that this was a very important point.

Inspector Aiers, sworn, said that while the prisoners were in the dock at the Yangtzepoo station Allen said to Mattingly, "When you get to the Consulate don't say that I assisted you." Witness also noticed accused speaking to Rosthorn this morning but could not hear what was being said.

Accused on being sworn said that Allen was his correct name. He had gone by the name of Diamond, but did not know why he had used it. He had never been convicted or charged before. He came here in November last from Nagasaki by the steamer Bengloe. He stowed away in her. He was a plumber and fitter by trade and was a native of New York. He had applied to the Consulate here for assistance. Mr. Goodnow also secured him a position as salt watcher. He worked in that position for a little over a week. He lost his situation because he came over to Shanghai without permission and got drunk. He also got drunk on Thanksgiving Day and for that reason he did not receive any more assistance from the Consulate.

He first knew Mattingly in New York about four years ago. He had several rows with Mattingly but as they were good friends they always made it up again. On the afternoon of the day of escape he came round to the gaol and Mattingly said he would get away on Friday and meet witness in Broadway. Witness rendered no help at all but said he would go to Nagasaki with Mattingly when he got out. Witness could have reported the projected escape but he did not like to go back on an old friend. He had never done such a thing before. He did not bring any rickshas to the gaol. When they were caught by a policeman witness told a lie as he did not want to be separated from his friend. Witness never lent Mattingly $10. He never assisted in the escape; that was as true as God had made him. A Portuguese boy told him that Kentucky had escaped. Kentucky was Mattingly's nickname. Witness said he did not believe it but would give the boy a dollar if he could prove it. The boy then led the way to a brothel in Fearon Road where Mattingly was in bed. Witness wanted either to be free with Mattingly or in gaol together as they had been such good friends. They had been on the bust together. Witness had good people in the States. He told Rosthorn this morning that Kentucky had given him away. It was a dirty trick to play; it was not manly. He did not think much of Mattingly since he had given them away. He always thought he was able to take his medicine. Witness was going along Scott Road drunk when the boy told him about the escape. He then went to the brothel and found Mattingly and Rosthorn in bed in one room. Witness went away and had some tea and cake in a Chinese house. He drew $16 from the Customs in December. He also had a job as night watchman at the Telephone

works from the 17th to the 22nd March. The manager asked him for some reference and witness gave the name of his people in New York and then he was told that his services were no longer needed. He received $30 from the Telephone Co. when he started work. He never gave any money to Mottingly. Rosthorn sold a coat and they all "chowed" together. Witness had a few dollars which he got from blue jackets on the U.S.S. Oregon.

Inspector Aiers—Were you arrested and taken to the Louza station for stealing the telephone from the Metropole?—Yes, I was taken in, but I never stole the receiver though it was found in my possession. Were you not arrested for trying to break into a Japanese shop?—No, I was drunk and sitting near a bicycle shop when I was taken in.

Gordon McNair, sworn, said he was from North Carolina. He came out here in an English steamer. He was a sailor. He came here from Nagasaki. He had a ticket to return to Singapore but he got ashore in Kobe and met some people and missed the mail boat. He came here last summer and shipped later on in the American ship Ivy and returned to Shanghai and was paid off at this Consulate. He was paid a little over a month ago $39 Mexican. He lived on that money till a couple of weeks ago and since then had been assisted by the Consulate. He came to the Consulate every day to look for a ship. He met Allen in Shanghai and spoke to him as he would anybody else. He first heard of the escape in the Scott Road. He ran foul of Allen there and he spoke about it. A Portuguese boy told him about the escape and witness said if it was true that Kentucky had escaped, he would give him a dollar. Witness butted into them in the Scott Road and was told about the escape. The boy led the way to the house where Kentucky was in bed. Witness asked him how he got out and he said that he had pecked his way out, and witness remarked that that was the first time he ever heard of anyone except a bird pecking out. The boy came up soon after witness had met Allen. He went away from Fearon Road with Allen and witness paid for a bed for the two of them. Kentucky came and saw witness the next morning with the Russian. He met Allen earlier in the evening before the sun went down. He did not see him again until after the escape. Witness sold a coat and a pair of pants for a dollar. They belonged to witness and to no one else.

His Honour said that judgment would be given on Wednesday at 10 a.m.

Evidence was then taken on the second charge.

Accused pleaded guilty to stealing one coat.

H. D. Holst, sworn, said that he was a Norwegian and was mate of one of the Lightships. He came home and dressed himself at 10 p.m. as he was going to a party to see some friends. He had a couple of coats in one of which was the sum of $5. He came home next morning and found the coats gone. A coat belonging to accused was left in the room. Witness went to the police station and reported the matter and they told him to go to the Consulate which he did. He knew it was Allen's coat as there were some papers in the pockets which showed who the owner was. He had met Allen before as he had a room above the one occupied by witness. He looked about for Allen but did not see him until this morning. An American who was living in the house told witness that he heard Allen going into the room. That man had now left Shanghai.

Accused said he had no statement to make except to plead guilty to stealing one coat. There was no $5 in the coat. He had to borrow $1.50 from a friend.

His Honour—So from November to April you have only earned $46. How did you live all that time?—I sold some clothes and also received money from some bluejackets from the U.S.S. Oregon. How did you steal the coat?—I was drunk at the time. What became of it?—I sold it the night after. I was drunk then. Have you any pawn tickets?—No Sir. It was sold outright to a shop in Boone Road near Nanzing Road. It was raining at the time.

His Honour said that judgment would be deferred until Wednesday the 12th inst. at 10 a.m. The Court then adjourned.

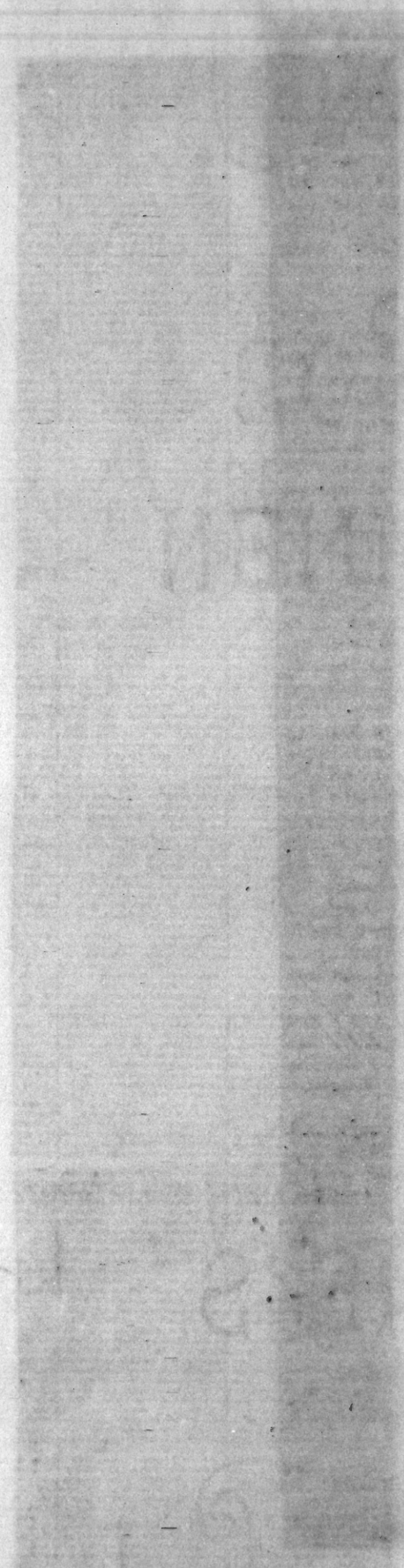
AMERICAN CONSULAR COURT.

Shanghai, 13th April.

Before the Hon J. W. DAVIDSON, ~~Vice-Acting~~ Consul General, and Messrs. C. M. MEYERS and R. H. VAN SANT, Assessors.

AIDING PRISONERS TO ESCAPE.

J. J. Allen was brought up on remand charged with assisting two prisoners to escape from the American Consular Gaol in Shanghai on the 5th inst. Further charged with feloniously entering the dwelling house of one Hans Holst on the 31st March and taking therefrom two overcoats valued at $45 and $5 in money.



His Honour delivered the following judgment in the above case, this morning:—

J. J. Allen is charged with assisting Albert Mattingly and Leopold Rosthorn in escaping from the Consular Gaol on the 4th April 1905, and with stealing one overcoat and one coat and $5 in money, the property of Hans Holst, on March 31st 1905. To the second charge the defendant pleads guilty to larceny and is sentenced to four months' imprisonment.

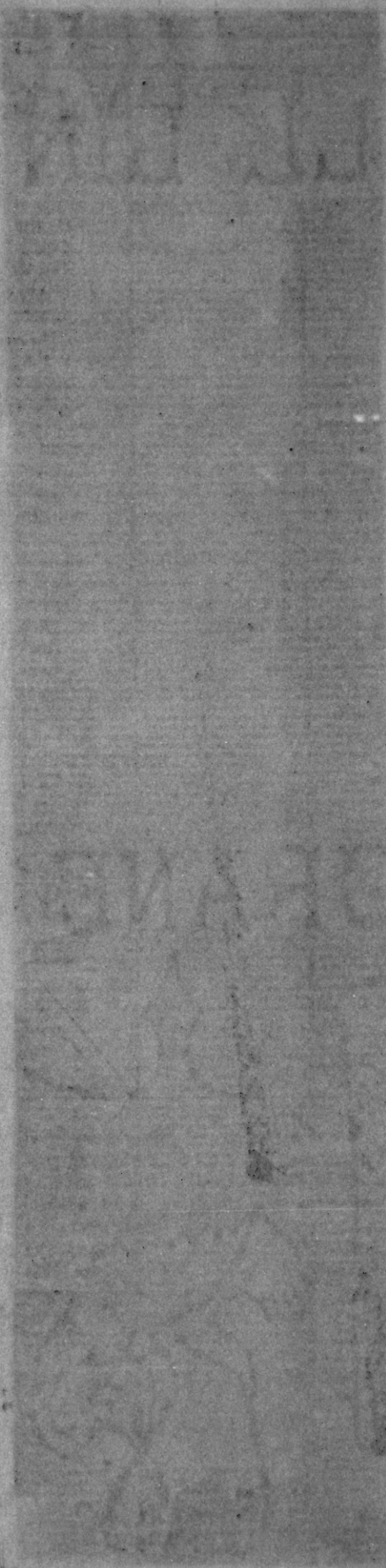
As to the first charge the evidence is not clear as to the extent of assistance rendered. Allen testifies that he had communicated with the prisoners on the afternoon of the day of their escape and was then informed by Mattingly that it was their intention to escape the following Friday. He further testified that he was an intimate friend of Mattingly, having known him in New York, and that he had been constantly with Mattingly from the morning following the escape to the time of the arrest, but that he did not assist in the actual breaking out. Allen called the witness McNair who was expected to testify that Allen was not in the vicinity of the Consulate at the time the escape was effected. In Court however, his evidence was to the effect that he last saw Allen at sunset and did not see him again until after the prisoners had made their escape. Allen's testimony is contradicted by his remarks made in the presence of the police at the time of his arrest and his conduct in constantly attending on Mattingly during the period of the latter's liberty. The police testified that they overheard Allen at the police station say to Mattingly "Do not say at the Consulate that I assisted you," and again a police constable testified that in the Court Room of the Consulate he overheard Allen say to Rosthorn "Don't give me away."

It is the opinion of the Court that the accused assisted the escaped prisoners knowing that they were serving sentences and that they had broken out of the Consular gaol and also rendered them aid in evading the police. Allen is sentenced on this charge to two months' imprisonment, the term of this sentence to commence at the expiration of the first sentence.

JAMES W. DAVIDSON,
Vice-Consul General of the U.S.A.,
Acting Judicially.

Assented to
C. M. MEYERS,
R. H. VAN SANT,
Associates.

Shanghai, 13th April, 1905.



Mr. Carr.

INDEX BUREAU RECD APR 18 1905 DEPT OF STATE

TELEGRAM RECEIVED IN CIPHER.

From SHANGHAI,

Received April 17, 1905,

~~11:58~~ p. m.

ASSISTANT SECRETARY, APR 19 1905

Copy to Apr 20/05

Secretary of State,

Washington.

Treaty between China and German Government.

Negotiations have been commenced at Shanghai.

DAVIDSON.

INDEX BUREAU APR 21 1905 FILED

DEPARTMENT OF STATE APR 18 9 54 AM 190 CHIEF CLERK'S OFFICE

Received April 18, 1905. 9:20 a. m.

TELEGRAM RECEIVED IN CIPHER.

INDEX BUREAU RECD. APR 19 1905 DEPT OF STATE

From SHANGHAI,

Received April 19, 1905,

9:17 a. m.

ASSISTANT SECRETARY,

APR 19 1905

Secretary of State,

Washington.

Kennedy Dowie, Missionary, attacked by Chinese at Tsungli village, Hangchow district. Cloud investigating.

DAVIDSON.

Copy c Apr 21/05

Jas Alexander mfd May 18/05

DEPARTMENT OF STATE
APR19 10 01 AM 190
CHIEF CLERK'S OFFICE

INDEX BUREAU APR 22 1905 FILED

C.C's Office, April 19, 1905. 10 o'clock a. m.

INDEX BUREAU
RECD.
MAY 15 '05
DEPT. OF STATE

CONSULAR BUREAU
MAY
17
1905
DEPARTMENT of STATE

No. 665.

Consulate-General of the United States,

SHANGHAI, CHINA, April 19th 1905. 190 .

Mr. James W. Davidson.

To the Department of State.

CHIEF CLERK,
MAY 17 1905
Department of State.

Subject:

re the Attack on Mr. Kennedy.

Ans by form 5 to John Abernathy [Dom?] May 15/05

Abstract of Contents.

Mr. Kennedy, Dowie Missionary, attacked at Tsungli, Hangchow district, Vice-Consul Cloud now investigating.

INDEX BUREAU
MAY 20 1905
FILED

No. 665.

Consulate-General of the United States,

SHANGHAI, CHINA, April 19th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm the following telegram:-

Shanghai, April 19th,

American Consulate-General to

Secretary of State, Washington.

"Kennedy Dowie missionary attacked by Chinese at Tsungli village Hangchow district, Cloud now investigating - Davidson."

A messenger arrived here on the evening of the 15th instant, and informed me that an attack had been made on Mr. Kennedy. As far as I could learn from this Chinese, Mr. Kennedy was living in a foreign house, together with some Chinese pupils to whom he was teaching English, in the village of Tsungli, which is in Yuhang district, 40 miles north west of Hangchow. On the night of the 12th instant, about 11 o'clock, some 100 Chinese, armed with swords, sticks and hatchets, forced an entrance into the house, and stripped it of all its furniture and the private effects of those occupying it. Several students were wounded, though not severely, and Mr. Kennedy was struck in the head with a hatchet.

Six hours later, when last seen by the messenger, he was still alive, though unable to speak. His scholars were looking after him, and I was also told that the village headman was there. [The attacking party wore blouses on which were two characters "People's Volunteers," and it it said that the Catholics were interested in the attack.] omit

On receiving the news I mmediately wired to Mr. Cloud, the American Vice-Consul at Hangchow, and also to the Bureau of Foreign Affairs at Hangchow. Yesterday I received a telegram to the effect that Mr. Cloud had started for the scene of the attack with an escort of 20 Chinese soldiers.

As this outrage occurred in the district of the Hangchow Consulate, you doubtless will be kept informed by Mr. Cloud.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL-GENERAL IN CHARGE.

BUREAU OF APPOINTMENTS
JUN 27 1905
Department of State.

INDEX BUREAU
RECEIVED
MAY 26 1905
DEPARTMENT OF STATE

3rd ASST. SECRETARY
MAY 27 1905

No. 4

Action & Reply
+ oath, affdvt bond +
card to sent + filed
ltr 7/6/05

Consulate-General of the United States,

Shanghai, China, April 20th, 1905.

CONSULAR BUREAU
JUN 3 1905
DEPARTMENT of STATE

Sir. James W. Davidson,

To the Department of State.

MAY 27 1905
Department of State.

Subject:

Oath of Office

Abstract of Contents.

Transmitting oath of office of Mr. W. P. Boyd, Deputy Consul General at Shanghai.

Com to Legation
Peking's Ltr 2 &
File

INDEX BUREAU
SEP 30 1905
FILED

Consular Bureau.

MUM.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, April 20th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith Oath of Office of Mr. W. P. Boyd, Deputy Consul-General at Shanghai.

I have the honor to be,

Sir,

Your obedient servant,

James W Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

ENCLOSURE: 1, Mr. W. P. Boyd's Oath of Office.

TELEGRAM RECEIVED IN CIPHER.

Aug. Apr. 22/05.

From SHANGHAI,

Received April 22, 1905,

2:25 a. m.

CONSULAR BUREAU
APR
24
1905
DEPARTMENT OF STATE

ASSISTANT SECRETARY,
APR 22 1905

Secretary of State,

Washington.

Cloud confirms the report of an attack. Reports Kennedy badly injured, but will recover.

DAVIDSON.

DEPARTMENT OF STATE
APR22 9 25 AM 190
CHIEF CLERK'S OFFICE

INDEX BUREAU
MAY 2 1905
FILED

C.C's Office, April 22, 1905. 9:20 a. m.

INDEX BUREAU
RECD
MAY 15 1905
DEPT. OF STATE

CONSULAR BUREAU
MAY
17
1905
DEPARTMENT OF STATE

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, April 22nd, 1905.

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK,
MAY 17 1905
Department of State.

Subject:

Report of Death

Ans by June May 19/05

CONSULAR BUREAU.
NOTED.

Abstract of Contents.

Transmitting report of the death of Benjamin Thomas.

INDEX BUREAU
MAY 20 1905
FILED

No. 8

Consulate-General of the United States,

SHANGHAI, CHINA, April 22nd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith report in duplicate of the death of Benjamin Thomas.

I am, Sir,

Your obedient servant,

Lane W Townsend

VICE CONSUL GENERAL IN CHARGE.

Y.W.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.,

April 19th 1905.

CONSULAR BUREAU. NOTED.

Name: Benjamin Thomas

Native or naturalized: Native

Date of death: April 14th

Place of death: Bronchitis capallaris Shanghai

Cause of death: Bronchitis capillaris

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects:

Address of family: 206 Miller Road Shanghai

Family notified:

Accompanied by relatives: yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 424

Remarks: age 16months.

[SEAL.]

James Woodruff

Vice consul-general of the United States. in charge

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

---

*Enclosure No.*_____*in despatch*

*No.*_____.

_____, *190* .

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED

Consular Service, U. S. A.,

April 19th 190 5.

Name: Benjamin Thomas

Native or naturalized: Native

Date of death: April 14th Bronchitis capallaris

Place of death: Shanghai

Cause of death: Bronchitis capillaris

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects:

Address of family: 206 Miller Road Shanghai

Family notified:

Accompanied by relatives: yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 424

Remarks: age 16months.

[SEAL.]

James W Dawson

Vice consul-general of the United States.

in charge

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

*Enclosure No.*_____*in despatch*

*No.*_____.

_____, *190* .

CONSULAR BUREAU
MAY
17
1905
DEPARTMENT OF STATE

No. 666

Consulate-General of the United States, Shanghai,

April 22nd , 1905.

Mr. James W. Davidson

To the Department of State.

CHIEF CLERK,
MAY 17 1905
Department of State.

Subject:

Death of Charles C Williams

Abstract of Contents.

Transmitting report of death, affidavits, inventory and death certificate.

CONSULAR BUREAU
NOTED AND PUBLISHED
MAY 19 1905

Dup'y sent May 19 '05 to Warrington S. Ewell, Penn Mut. Life Ins Co June 12/05

INDEX BUREAU
MAY 20 1905
FILED

No. 666

Consulate-General of the United States,

April 22nd, , 1905.

Honorable Francis B.Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith duplicate reports of the death of Charles C.Williams of Cohasset,Massachusetts together with affidavits and other papers in connection therewith.

I have the honor to be,sir,

Your obedient servant

James W Davidson

Vice Consul-General in charge.

Enclosures:-

Reports
Inventory
Affidavit of Dr.S.A.Ransom
Affidavit of J.C.Woodbury
Translation of Death Certificate

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
NOTED AND PUBLISHED

Consular Service, U. S. A.,

April 12th 1905.

Name: Charles Collier Williams

Native or naturalized: Native

Date of death: April 7th,1905

Place of death: On board ss "Armand Behic",Woosung,China.

Cause of death: Cerebral thrombosis

Disposition of remains: Shipped to the U.S.

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Sent to relatives

Address of family: Brother Alexander Williams,Cohasset,Mass.

Family notified: Yes

Accompanied by relatives: No but accompanied by attendant,John H Woodbuy

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 421-422

Remarks:

[SEAL.]

James W Davidson

Vice Consul-General of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

Enclosure No. _____ *in despatch*

No. _____.

_____, *190* .

Empire of China,
Consular District of Shanghai,ss.,

Stacy A Ransom being first duly sworn on oath says that he is a duly qualified Physician and Surgeon and is the Medical Officer in charge of the United States Public Health and Marine Hospital Service at Shanghai,China;that at the request of James W Davidson,Vice Consul-General in Charge of the American Consulate-General at Shanghai,on April 8th,1905,he examined the body,said to be that of Charles Collier Williams at the mortuary at Shanghai;that he found the body to be that of a poorly nourished white male about 47 years of age,5ft 6 inches in height and weighing about 125 pounds;that he made a careful inspection of the body and found no signs of violence excepting a small bruise on the external surface of the right foot and another larger bruise on the flexor surface of the left forearm,both of which were inflicted with but slight violence probably 7 or 8 days prior to death;that he found upon the back over the 7th dorsal vertabra an old supperating sorel 1/2 by 2 inches in size; that there was also on the back of the head in the median line and on a level with the auditory meatus,a small round sore 1/4 of an inch in diameter which was covered with a healthy scab; that he found the bones of the cranium intact;that taking into consideration the lack of any thing suspicious in the condition of the body,the previous history of the case,and the certificate of the surgeon of the steamship "Armand Behic"who saw the deceased prior to death,he is of the opinion that death was caused by chronic alcoholism primarily,the immediate cause being cerebral thrombosis.

S. A. Ransom M.D.

Subscribed and sworn to before me
this 13th day of April,1905.

James W Davidson

Vice Consul-General of the United States
in Charge at Shanghai,China.

Empire of China,
Consular District of Shanghai,ss.,

Stacy A Ransom being first duly sworn on oath says that he is a duly qualified Physician and Surgeon and is the Medical Officer in charge of the United States Public Health and Marine Hospital Service at Shanghai,China;that at the request of James W Davidson,Vice Consul-General in Charge of the American Consulate-General at Shanghai,on April 8th,1905,he examined the body,said to be that of Charles Collier Williams at the mortuary at Shanghai;that he found the body to be that of a poorly nourished white male about 47 years of age,5ft 6 inches in height and weighing about 125 pounds;that he made a careful inspection of the body and found no signs of violence excepting a small bruise on the external surface of the right foot and another larger bruise on the flexor surface of the left forearm,both of which were inflicted with but slight violence probably 7 or 8 days prior to death;that he found upon the back over the 7th dorsal vertebra an old supperating sorel 1/2 by 2 inches in size; that there was also on the back of the head in the median line and on a level with the auditory meatus,a small round sore 1/4 of an inch in diameter which was covered with a healthy scab; that he found the bones of the cranium intact;that taking into consideration the lack of any thing suspicious in the condition of the body,the previous history of the case,and the certificate of the surgeon of the steamship "Armand Behic"who saw the deceased prior to death,he is of the opinion that death was caused by chronic alcoholism primarily,the immediate cause being cerebral thrombosis.

S. B. Ransom M.D

Subscribed and sworn to before me
this/3th day of April,1905.

James W Davidson

Vice Consul-General of the United States
in Charge at Shanghai,China.

Empire of China.
Consular District of Shanghai,ss.:

Stacy A Hansen being first duly sworn on oath says that he is a duly qualified Physician and Surgeon and is the Actual Officer in charge of the United States Public Health and Marine Hospital Service at Shanghai,China;that at the request of James B Davidson,Vice Consul-General in Charge of the American Consulate-General at Shanghai,on April 8th,1908,he examined the body,said to be that of Charles Collier Williams at the mortuary at Shanghai;that he found the body to be that of a poorly nourished white male about 47 years of age,5ft 6 inches in height and weighing about 125 pounds;that he made a careful inspection of the body and found no signs of violence excepting a small bruise on the external surface of the right foot and another larger bruise on the flexor surface of the left forearm,both of which were inflicted with but slight violence probably 7 or 8 days prior to death;that he found upon the back over the 7th dorsal vertebra an old cupperating scarl 1/2 by 2 inches in size; that there was also on the back of the head in the median line and on a level with the auditory meatus,a small round scar 1/4 of an inch in diameter which was covered with a healthy scab; that he found the bones of the cranium intact;that taking into consideration the lack of any thing suspicious in the condition of the body,the previous history of the case,and the certificate of the surgeon of the steamship "Armand Dubic"who saw the deceased prior to death,he is of the opinion that death was caused by chronic alcoholism primarily,the immediate cause being cerebral thrombosis.

Stacy A Hansen

Subscribed and sworn to before me
this 13th day of April,1908.

James B Davidson
Vice Consul-General of the United States
in Charge at Shanghai,China.

Inventory of the property of Charles C Williams, deceased.

1 box writing paper
2 cable codes
2 books bound
4 books unbound
1 address book
1 diary
1 letter file with papers
1 no.3 P.F.Kodak
2 rolls film
1 curio
1 pr hairbrushes
5 pr eye glasses
5 pipes
4 razors
2 hones
1 strop
1 shaving brush
2 cakes soap
1 letter opener
1 screw driver

In trunk

8 weapons
2 undervests
2 pr drawers
5 suits clothing
1 mackintosh
3 pr shoes
10 handkerchiefs
1 pr gloves
2 pr glasses
3 curios
1 bathrobe
1 fountain pen
13 shirts
23 pcs clothing

In sealed parcel

one watch
one letter of credit for 2000 pounds
three travellers money orders
ten stick pins
2 pair links - one gold one silver
8 gold collar buttons
unused portion of ticket from Suez to Yokahama

Signed.

B Hammond

A Engelbrecht

Inventory of the property of Charles C Williams, deceased.

1 box writing paper
2 cable codes
2 books bound
4 books unbound
1 address book
1 diary
1 letter file with papers
1 no.3 F.F.Kodak
2 rolls film
1 curio
1 pr hairbrushes
5 pr eye glasses
5 pipes
4 razors
2 hones
1 strop
1 shaving brush
6 cakes soap
1 letter opener
1 screw driver

In trunk

8 weapons
2 undervests
2 pr drawers
6 suits clothing
1 mackintosh
3 pr shoes
10 handkerchiefs
1 pr gloves
2 pr glasses
3 curios
1 bathrobe
1 fountain pen
13 shirts
22 pcs clothing

In sealed parcel

one watch
one letter of credit for 2000 pounds
three travellers money orders
ten stick pins
2 pair links one gold one silver
8 collar buttons gold
unused portion of ticket from Suez to Yokohama

Signed.

Bastanmond

C W Engelbrecht

Inventory of the property of Charles E Allison.
Deceased.

1 box writing paper
1 cookie cutter
1 cookie board
1 rolling pin
1 clothes horse
1 clock
1 letter file with papers
1 mop & pail holder
1 roast pan
1 curtain
1 pr curtain tie backs
2 pr oyl drapery
1 plane
1 hammer
1 brush
1 auger
1 carving knife
1 cake knife
1 letter opener
1 screw driver

In trunk

1 overcoat
1 pr drawers
1 bath robe
1 undershirt
2 pr shoes
10 handkerchiefs
1 pr gloves
1 pr glasses
1 purse
1 pocketbook
1 fountain pen
12 photos
12 pkg stamps

In metal pencil

one watch
one letter of credit for $200 issued
three traveling money orders
one watch fob
Agnes Wiebe receipt for wallet
Traveler Insurance Policy

owned portion of stocks Chas Allison

Signed.

Charles Allison

EMPIRE OF CHINA,)
)
CONSULAR DISTRICT OF) ss.
)
SHANGHAI.)

John C. Woodbury, being first duly sworn, on oath says that he is a resident of Boston, Massachusetts, in the United States, residing at number 192 Dartmouth Street; that he is a trained nurse, having graduated at the Boston City Hospital and at the McLean Training School for Nurses at Waverley, Massachusetts; that he has spent two years in the study of medicine at the University of Vermont; that he has known Charles Collier Williams since November 5th, 1904; that at that time Mr. Williams was a patient at his home in Cohasset, Massachusetts, and was suffering from mental trouble induced by intoxicants; that shortly after that time, your affiant went with Mr. Williams to the Butler Hospital at Providence, Rhose Island; that Mr. Williams was a patient at the said hospital from November 10th, 1904 to January 14th, 1905; that during said period your affiant was in attendance with him at his sister (Mary Williams) home at number 139 Newbury Street, Boston; that your affiant and Mr. Williams left Boston on the steamship "Romanic" and arrived at Alexandria, Egypt, on February 14th, 1905, that on the same day they left Alexandria for Cairo, Egypt, and the day following up the river Nile to Assouan and then returned to Cairo, having been gone on said trip twenty one days; that they then stayed in Cairo two days and then went to Suez where they embarked on the steamship "Armand Behic" of the Compagnie des Messageries Maritimes for Yokohama, Japan; that the said steamship "Armand Behic" arrived at the port of Wusung, China, on the 6th day of April 1905; that whenyour affiant first became acquainted with Mr. Williams he was

he was suffering from alcoholic mania and this continued after leaving Butler Hospital where he had pronounced sane and free from organic disease; that during all of the times that your affiant was with him he was continually indulging in liquors and intoxicants to excess and that he would consume on an average from one to two pints of brandy per day and that when he indulged in periodic sprees he would exceed that amount; that most of the time he was in a state of mental lethargy with occasional exhilaration due to the effects of stimulants; that in addition, Mr. Williams used morphine hypodermically in a slight degree when obtainable; that the general condition of his health normally was apparently good, except for the use of intoxicants; that these conditions existed from the time of leaving Boston until the time of his last illness; that on the 3rd day of April, 1905, at about 1 o'clock P. M., Mr. Williams had a slight convulsion lasting about five minutes; that he gave a history of having had three attacks previously; that this convulsion was not accompanied by collapse or paralysis; that two days afterwards he suffered from slight hallucinations both occular and oral; that on the 5th, 6th andthe morning of the 7th the hallucinations became more marked and slight muscular spasms set in and about 2 o'clock he began to become comatose and became completely so at about 4 P. M., that between 2 and 3 P. M. your affiant noticed that steterous breathing had set in and no change took place in his breathing until about 4.30 P. M., that at that time his temperature was 102.2, respiration 32, and pulse 136; that thereafter his condition became gradually worse and he died at 5 o'clock P. M.; that the surgeon of the steamship "Armand Behic", in his

office on board the vessel "Armand Behic" while in the port of Wusung, China, was in attendance uponthe deceased during his last illness and certified that his death was due to "cerebral embolism."

J. S. Woodbury

Subscribed and sworn to before me
this 13th day of April, 1905.

James W Davidson

VICE CONSUL GENERAL OF THE U. S. A.
IN CHARGE.

EMPIRE OF CHINA,
CONSULAR DISTRICT OF } ss.
SHANGHAI.

John C. Woodbury, being first duly sworn, on oath says that he is a resident of Boston, Massachusetts, in the United States, residing at number 198 Dartmouth Street; that he is a trained nurse, having graduated at the Boston City Hospital and at the McLean Training School for Nurses at Waverley, Massachusetts; that he has spent two years in the study of medicine at the University of Vermont; that he has known Charles Collier Williams since November 5th, 1904; that at that time Mr. Williams was a patient at h s home in Cohasset, Massachusetts, and was suffering from mental trouble induced by intoxicants; that shortly after that time, your affiant went with Mr. Williams to the Butler Hospital at Providence, Rhose Island; that Mr. Williams was a patient at the said hospital from November 10th, 1904 to January 14th, 1905; that during said period your affiant was in attendance with him at his sister (Mary Williams) home at number 139 Newbury Street, Boston; that your affiant and Mr. Williams left Boston on the steamship "Romanic" and arrived at Alexandria, Egypt, on February 14th, 1905, that on the same day they left Alexandria for Cairo, Egypt, and the day following up the river Nile to Assouan and then returned to Cairo, having been gone on said trip twenty one days; that they then stayed in Cairo two days and then went to Suez where they embarked on the steamship "Armand Behic" of the Compagnie des Messageries Maritimes for Yokohama, Japan; that the said steamship "Armand Behic" arrived at the port of Wusung, China, on the 6th day of April 1905; that whenyour affiant first became acquainted with Mr. Williams he was

CHINA,

EASTERN DISTRICT OF } ss.

SHANGHAI. }

John O. Woodbury, being first duly sworn, on oath says that he is a resident of Boston, Massachusetts, in the United States, residing at number 128 Dartmouth Street; that he is a trained nurse, having graduated at the Boston City Hospital and at the Nelson Training School for Nurses at Waverley, Massachusetts; that he has spent two years in the study of medicine at the University of Vermont; that he has been Chief Nurse at the Union Hospital at Fruitlands, Rhode Island; that Mr. Williams was a patient at the said Hospital from November 10th, 1904 to January 14th, 1905; that during said period your affiant was in attendance with him at his sister (Mary Williams) home at number 128 Newbury Street, Boston; that your affiant and Mr. Williams left Boston on the steamship "Romanic" and arrived at Alexandria, Egypt, on February 14th, 1905, that on the same day they left Alexandria for Cairo, Egypt, and the day following up the river Nile to Assouan and then returned to Cairo, having been gone on said trip twenty one days; that they then stayed in Cairo two days and then went to Suez where they embarked on the steamship "Armand Behic" of the Compagnie des Messageries Maritimes for Yokohama, Japan; that the said steamship "Armand Behic" arrived at the port of Tsingtau, China, on the 6th day of April 1905; that whenever affiant first became acquainted with Mr. Williams he was

he was suffering from alcoholic mania and this continued after leaving Butler Hospital where he had pronounced sane and free from organic disease; that during all of the times that your affiant was with him he was continually indulging in liquors and intoxicants to excess and that he would consume on an average from one to two pints of brandy per day and that when he indulged in periodic sprees he would exceed that amount; that most of the time he was in a state of mental lethargy with occasional exhilaration due to the effects of stimulants; that in addition, Mr. Williams used morphine hypodermically in slight degree when obtainable; that the general condition of his health normally was apparently good, except for the use of intoxicants; that these conditions existed from the time of leaving Boston until the time of his last illness; that on the 3rd day of April, 1905, at about 1 o'clock P. M., Mr. Williams had a slight convulsion lasting about five minutes; that he gave a history of having had three attacks previously; that this convulsion was not accompanied by collapse or paralysis; that two days afterwards he suffered from slight hallucinations both ocular and oral; that on the 5th, 6th andthe morning of the 7th the hallucinations became more marked and slight muscular spasms set in and about 2 o'clock he begun to become comatose and became completely so at about 4 P. M., that between 2 and 3 P. M. your affiant noticed that steterous breathing had set in and no change took place in his breathing until about 4.30 P. M., that at that time his temperature was 102.2, respiration 32, and pulse 136; that thereafter his condition became gradually worse and he died at 5 o'clock P. M.; that the surgeon of the steamship "Armand Behic", in his

that the surgeon of the steamship "Armand Baylo", in his position as ship's surgeon, and he died at 5 o'clock P. M.; that the deceased was suffering from alcoholic mania and this continued after leaving Baylor Hospital where he had pronounced same and free from organic disease; that during all of the times that your affiant was with him he was continually indulging in liquors and intoxicants to excess and that he would consume on an average from one to two pints of brandy per day and that when he indulged in periodic sprees he would exceed that amount; that most of the time he was in a state of mental lethargy with occasional exhilaration due to the effects of stimulants; that in addition, Mr. Williams used morphine hypodermically in sunlight degree when obtainable; that the general condition of his health normally was apparently good, except for the use of intoxicants; that these conditions existed from the time of leaving Boston until the time of his last illness; that on the 3rd day of April, 1908, at about 1 o'clock P. M., Mr. Williams had a slight convulsion lasting about five minutes; that he gave a history of having had three attacks previously; that this convulsion was not accompanied by collapse or paralysis; that two days afterwards he suffered from slight hallucinations both acoustic and oral; that on the 5th, 6th and 7th the hallucinations became more marked and slight muscular spasms set in and about 8 o'clock he began to become comatose and became completely so at about 4 P. M., that between 3 and 5 P. M. Your affiant noticed that stertorous breathing had set in and no change took place in his breathing until about 6.30 P. M., that at that time his temperature was 102.2, respiration 32, and pulse 130; that thereafter his condition became gradually worse, and he died at 5 o'clock P. M.;

office on board the vessel "Armand Behic" while in the port of Wusung, China, was in attendance upon the deceased during his last illness and certified that his death was due to "cerebral embolism."

J. C. Woodbury

Subscribed and sworn to before me this 13th day of April, 1905.

James W. Davidson

VICE CONSUL GENERAL OF THE U. S. A.

IN CHARGE.

Copy of Death Certificate (Translation)

ie des Messageries Maritimes

Paquebots-Poste Francais

Paquebot "Armand Behic" On Board, April 7th 1905

Doctor Peret, ships surgeon of the packet boat "Armand Behic" certifies that Mr Collier, Williams, Charles, a passenger of the first class on board said vessel, died on the 7th day of April, 1905, at 5 oclock in the afternoon, of cerebral embolism.

(Signed) Dr Peret.

(SEAL of the ss "Armand Behic")

I certify that I was in charge of Mr C Williams as his physician and nurse and assisted him in his sickness.

(Signed) DR John C Woodbury.

The signature of Doctor Peret
certified on 8th of April, 1905
before the Consul in charge of
Consulate-General of France at
Shanghai.

(Signed) M.le Batic (SEAL OF THE CONSULATE) (GENERAL OF FRANCE)

Empire of China,
Consular District of Shanghai,

I James W Davidson, Vice Consul General of the United States in Charge of the C onsulate-General at Shanghai, China, hereby certify that the above is a true and correct copy and tra slation of the death certificate of Charles Collier Williams now on file in this office.

J W Davidson

Vice Consul-General in Charge.

Copy of Death Certificate (Translation)

ie des Messageries Maritimes

Paquebots-Poste Francais

Paquebot "Armand Behic" On Board, April 7th 1905

Doctor Peret, ships surgeon of the packet boat "Armand Behic" certifies that Mr Collier, Williams, Charles, a passenger of the first class on board said vessel, died on the 7th day of April, 1905, at 5 oclock in the afternoon, of cerebral embolism.

(Signed) Dr Peret.

(SEAL of the ss "Armand Behic")

I certify that I was in charge of Mr C Williams as his physician and nurse and assisted him in his sickness.

(Signed) DR John C Woodbury.

The signature of Doctor Peret
certified on 8th of April, 1905
before the Consul in charge of
Consulate-General of France at
Shanghai.

(Signed) M.le Batic (SEAL OF THE CONSULATE)
(GENERAL OF FRANCE)

Empire of China,
Consular District of Shanghai,

I James W Davidson, Vice Consul General of the United States in Charge of the C onsulate-General at Shanghai, China, hereby certify that the above is a true and correct copy and translation of the death certificate of Charles Collier Williams now on file in this office.

James W. Davidson

Vice Consul-General in Charge.

Copy of Death Certificate (Translation)

Ligne des Messageries Maritimes

Paquebots-Poste Français

Paquebot "Armand Behic" On Board, April 7th 1908

Doctor Perez, ships surgeon of the packet boat "Armand Behic" certifies that Mr Collier, William, Charles, a passenger of the first class on board said vessel, died on the 7th day of April, 1908, at 3 o'clock in the afternoon, of cerebral embolism.

(Signed) Dr Perez.

(SEAL of the ss "Armand Behic")

I certify that I was in charge of Mr C Williams as his physician and nurse and assisted him in his sickness.

(Signed) Dr John O Woodbury.

The signature of Doctor Perez certified on 8th of April, 1908 before the Consul in charge of Consulate-General of France at Shanghai.

(Signed) M.le Baile (SEAL OF THE CONSULATE GENERAL OF FRANCE)

Empire of China.
Consular District of Shanghai.

I James W Davidson, Vice Consul General of the United States in Charge of the Consulate-General at Shanghai, China, hereby certify that the above is a true and correct copy and translation of the death certificate of Charles Collier Williams now on file in this office.

Vice Consul-General in Charge.

CONSULAR BUREAU
MAY 17 1905
DEPARTMENT of STATE

INDEX BUREAU
RECD
MAY 15 1905
DEPT OF STATE

Sec — Feb. 10 to 11 1905

No. 667

Consulate-General of the United States,

Shanghai, China, April 22nd, 1905.

CONSULAR BUREAU
NOTED AND PUBLISHED

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK,
MAY 17 1905
Department of State.

Subject:

Reports of Deaths

Abstract of Contents.

Transmitting additional reports of the deaths of Arthur Twineham and Bernardo A. Yorba.

INDEX BUREAU
MAY 20 1905
FILED

No. 667

Consulate-General of the United States,

Shanghai, China, April 22nd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

In reply to the Department's despatch #434, I have the honor to inclose herewith additional reports in duplicate of the death of Arthur Twineham and Bernardo A. Yorba properly signed.

I am, Sir,

Your obedient servant,

Jas. W. Davis

Vice Consul General in Charge.

Y.W.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
FOREIGN AFFAIRS

Consular Service, U. S. A.,

Shaghai, February 10th 1905.

Name: Arthur Twineham.

Native or naturalized: Native

Date of death: February 3rd 1905.

Place of death: Shanghai General Hospital.

Cause of death: Haemorrhagic Small pox.

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: None

Address of family: (Last address so far as known #1600 Indiana Ave. (Chicago, Ill.

Family notified: Yes

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 405. Vol. VIII.

Remarks: Destitute and applied at hospital. Was a sailor on board Br. Ship "Mackinan" (97837) leaving Philadelphia 6/9/04 and was discharged at Swansea 3/10/04. Had evidently been to Manila and thence to Shanghai.

[SEAL.]

James W. Davidson

Vice Consul General *of the United States.*
in Charge.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

*Enclosure No.*_____ *in despatch*

*No.*_____.

_____, *190* .

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
FILED AND RECORDED

Consular Service, U. S. A.,

Shanghai, February 10th 190.

Name: Arthur Twineham.

Native or naturalized: Native

Date of death: February 3rd 1905.

Place of death: Shanghai General Hospital.

Cause of death: Haemorrhagic Small pox.

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: None

Address of family: (Last address so far as known #1600 Indiana Ave. (Chicago, Ill.

Family notified: Yes

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 405. Vol. VIII.

Remarks: Destitute and applied at hospital. Was a sailor on board Br. Ship "Mackinaw" (97837) leaving Philadelphia 6/9/04 and was discharged at Swansea 3/10/04. Had evidently been to Manila and thence to Shanghai.

[SEAL.]

James W. Davidson

Vice Consul General of the United States.
in Charge.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

*Enclosure No.*_____*in despatch*

*No.*_____.

_____, *190* .

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU
NOTED AND PUBLISHED

Consular Service, U. S. A.,

Shanghai, January 30th 1905.

Name: Bernardo A. Yorba

Native or naturalized: Native

Date of death: Dec. 30th 1904

Place of death: Isolation Hospital

Cause of death: Small pox

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: In Consul's hands.

Address of family: Los Angeles, Cal.

Family notified: yes

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 400 to 401 Vol. VIII.

Remarks:

[SEAL.]

James W. Davidson

Vice Consul General of the United States.
in Charge.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

*Enclosure No.*_____*in despatch*

*No.*_____.

_____, *190* .

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR SERVICE NOTED AND PUBLISHED

Consular Service, U. S. A.,

Shanghai, January 30th 1905.

Name: Bernardo A. Yorba

Native or naturalized: Native

Date of death: Dec. 30th 1904

Place of death: Isolation Hospital

Cause of death: Small pox

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: In Consul's hands.

Address of family: Los Angeles, Cal.

Family notified: yes

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, pages 400 to 401 Vol. VIII.

Remarks:

[SEAL.]

Vice Consul General of the United States.
in Charge

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

_____

Report of the Death of an American Citizen.

*Enclosure No.*_____*in despatch*

*No.*_____.

_____, *190* .

INDEX BUREAU
RECD
MAY 15 1905
DEPT. OF STATE

CONSULAR BUREAU
MAY
17
1905
DEPARTMENT OF STATE

No. 668.

Consulate-General of the United States,

Shanghai, China, April 22nd, 1905.

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK,
MAY 17 1905
Department of State.

File

Subject:

Confirmation of Telegram.

Abstract of Contents.

States that Mr. Cloud confirms the report of an attack on Mr. Kennedy, a Dowie missionary,

INDEX BUREAU
MAY 19 1905
FILED

No. 668.

Consulate-General of the United States,

Shanghai, China, April 22nd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram of this date as follows:

"Secretary of State, Washington,

"Cloud confirms the report of an "attack, reports Kennedy badly injured but "will recover. Davidson."

The above refers to an attack on Mr. Kennedy, a Dowie missionary. As this attack occurred in Mr. Cloud's district, you will doubtless hear from him direct.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

Vice Consul General in Charge.

Y.W.

INDEX BUREAU Rec'd MAY 15 1905 DEPARTMENT OF STATE

CONSULAR BUREAU MAY 17 1905 DEPARTMENT OF STATE

No. 669.

Consulate-General of the United States,

SHANGHAI, China, April 22nd, 1905.

Answered June May 14/05

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK, MAY 17 1905 Department of State.

Subject:

Inventory of Government property.

Abstract of Contents.

Transmitting an inventory of Government property handed over to me by Mr. John Goodnow, late Consul General.

INDEX BUREAU MAY 20 1905 FILED

No. 669.

Consulate-General of the United States,

SHANGHAI, CHINA, April 22nd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith an iventory of Government property handed over to me by John Goodnow, late Consul General and a certificate duly signed, in accordance with paragraph 57 of the Consular Regulations.

I am, Sir,

Your obedient servant,

James W Bennett

VICE CONSUL GENERAL IN CHARGE.

Y.W.

(7)

American Consulate-General, Shanghai, China.

March 31st, 1905.

We certify, on this 31st day of March, 1905, the services of John Goodnow ceased, and he is entitled to his salary, or fees, including said day; and that the services of James W Davidson commenced the day following, he having received the archives, a full and complete inventory of which is here to annexed, as is required by Paragraph 57 of the Consular Regulations.

James W Davidson

American Vice Consul-General
in Charge

John Goodnow

Late American Consul-General

American Consulate-General, Shanghai, China.

March 31st, 1905.

We certify, on this 31st day of March, 1905, the services of John Goodnow ceased, and he is entitled to his salary, or fees, including said day; and that the services of James W Davidson commenced the day following, he having received the archives, a full and complete inventory of which is hereto annexed, as is required by Paragraph 87 of the Consular Regulations.

James W Davidson

American Vice Consul-General
in Charge

John Goodnow

Late American Consul-General

Inventory of the American Consulate-General, Shanghai, China, March 31st., 1905.

Office of the Consul)General.

1 revolving bookcase
1 desk cloth top
1 typewriter--Underwood
3 chairs-plain
1 stool
1 safe-Miller
2 waste paper baskets
3 pictures
5 maps
1 letter rack
1 inkstand
1 coal scuttle
rubber stamps
1 letter basket
1 consular seal
1 box drawers
2 small boxes

Books:-
- 1 Consular Regulations
- 1 Dictionary-Websters
- 2 Directories-1903-4
- 1 Hong List-1904
- 8 Mscl.
- Reports

Inventory of the American Consulate-General.

Shanghai,China,March 31st.,1908.

Office of the Consul)General.

1 revolving bookcase

1 desk cloth top

1 typewriter--Underwood

3 chairs-plain

1 stool

1 safe-Miller

2 waste paper baskets

3 pictures

8 maps

1 letter rack

1 inkstand

1 coal scuttle

rubber stamps

1 letter basket

1 consular seal

1 box drawers

2 small boxes

Books:-

1 Consular Regulations

1 Dictionary-Websters

2 Directories-1903-4

1 Hong List-1904

8 Mscl.

Reports

(2)

Compradores office.

1 safe Milners

1 stove Magnetic Flag No.12

1 filing case

Court Room

1 safe

1 large desk cloth top

1 small desk

1 desk judicial

1 long table cloth top

1 witness box

1 stove Magnetic Flag No.12

1 index Manufacturers

3 chairs leather

1 chair cloth

6 chairs plain

1 revolving chair

1 coal scuttle

Books:

194 vol.US Supreme Ct Rpts.

100 vol Am.Dec.

6 vol Digest US Rpts.

3 vol Digest Am.Dec.

83 vol Foreign Relations,Consular Reports,etc.

10vol Messages and Papers of Presidents.

48 vol Reports

117 vol text books

10vol Census

9 maps

Comprador office.

1 safe Milner

1 stove Magnetic Flag No.12

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1 revolving bookcase

1 desk cloth top

1 typewriter--Underwood

1 waste-paper basket

Court Room

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1 large desk cloth top

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3 chairs leather

1 chair cloth

6 chairs plain

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1 coal scuttle

Books:-

19 vol.US Supreme Ct Rpts.

180 vol Am.Dec.

6 vol Digest US Rpts.

3 vol Digest Am.Dec.

83 vol Foreign Relations,Consular Reports,etc.

10vol Messages and Papers of Presidents.

48 vol Reports

117 vol text books

10vol Census

9 maps

(3)

Court room,Con.

1 Websters Dictionary.

1 Chinese Dictionary

1 paper basket

Main office

1 safe Mosler

1 safe Salamander

1 safe Hunter lsafe

1 safe

1 safe

1 desk cloth top

1 desk plain

2 desks high

1 counter

1 screen,brass and wood

3 chairs revolving

3 chairs

1 stool

1 typewriter ~~Remington~~ Underwood.

1 typewriter Remington

1 stove Magnetic Flag No 14

1 clock

43 Rubber stamps

1 electric fan

2 Consular Seals

1 copy book press and stand

1 mimeograph

1 filing case large

3 filing case small

Court room,Con.

1 Websters Dictionary.

1 Chinese Dictionary

1 paper basket

Main office

1 safe Mosler

1 safe Salamander

1 safe Hunter Safe

1 safe

1 safe

1 desk cloth top

1 desk plain

2 desks high

1 counter

1 screen,brass and wood

3 chairs revolving

3 chairs

1 stool

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1 typewriter Remington

1 stove Magnetic Flag No 14

1 clock

43 Rubber stamps

1 electric fan

2 Counter Seals

1 copy book press and stand

1 mimeograph

1 filing case large

3 filing case small

American Consulate-General, Shanghai, China.

March 31st, 1905.

We certify, on this 31st day of March, 1905, the services of John Goodnow ceased, and he is entitled to his salary, or fees, including said day; and that the services of James W Davidson commenced the day following, he having received the archives, a full and complete inventory of which is here to annexed, as is required by Paragraph 57 of the Consular Regulations.

James W Davidson

American Vice Consul-General
in Charge

John Goodnow

Late American Consul-General

American Consulate-General, Shanghai, China.

March 31st, 1908.

We certify, on this 31st day of March, 1908, the services of John Goodnow ceased, and he is entitled to his salary, or fees, including said day; and that the services of James M Davidson commenced the day following, he having received the archives, a full and complete inventory of which is here to annexed, as is required by Paragraph 87 of the Consular Regulations.

American Vice Consul-General
in Charge

Late American Consul-General

(1)

Inventory of the American Consulate-General,
Shanghai,China,March 31st.,1905.

Office of the Consul)General.

1 revolving bookcase
1 desk cloth top
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3 chairs-plain
1 stool
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1 Hong List-1904
8 Misc.
Reports

(1)

Inventory of the American Consulate-General.

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1 Hong List-1904
8 Misc.
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1 desk judicial

1 long table cloth top

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1 stove Magnetic Flag No.12

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1 chair cloth

6 chairs plain

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180 vol Am.Dec.

6 vol Digest US Rpts.

3 vol Digest Am.Dec.

83 vol Foreign Relations,Consular Reports,etc.

10vol Messages and Papers of Presidents.

48 vol Reports

117 vol text books

10vol Census

9 maps

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1 typewriter--Underwood
Court Room
1 safe
1 large desk cloth top
1 small desk
1 desk judicial
1 long table cloth top
1 witness box
1 stove Magnetic Flag No.12
1 index Manufacturers
3 chairs leather
1 chair cloth
6 chairs plain
1 revolving chair
1 coal scuttle
Books:
194 vol.US Supreme Ct Rpts.
100 vol Am.Dec.
6 vol Digest US Rpts.
3 vol Digest Am.Dec.
83 vol Foreign Relations,Consular Reports,etc.
10vol Messages and Papers of Presidents.
43 vol Reports
117 vol text books
10vol Census
9 maps

Court room,Con.

1 Websters Dictionary.

1 Chinese Dictionary

1 paper basket

Main office

1 safe Mosler

1 safe Salamander

1 safe Hunter lsafe

1 safe

1 safe

1 desk cloth top

1 desk plain

2 desks high

1 counter

1 screen,brass and wood

3 chairs revolving

3 chairs

1 stool

1 typewriter ~~Remington~~ Underwood.

1 typewriter Remington

1 stove Magnetic Flag No 14

1 clock

43 Rubber stamps

1 electric fan

2 Consular Seals

1 copy book press and stand

1 mimeograph

1 filing case large

3 filing case small

(2)

Court room,Con.

1 Webster's Dictionary.

1 Chinese Dictionary

1 paper basket

Main office

1 safe Mosler

1 safe Salamander

1 safe Hunter Jaeger

1 safe

1 safe

1 desk cloth top

1 desk plain

2 desks high

1 counter

1 screen,brass and wood

3 chairs revolving

3 chairs

1 stool

1 typewriter Remington Leatherwood,

1 typewriter Remington

1 stove Magnetic Flue No 16.

1 clock

45 Rubber stamps

1 electric fan

2 Cancular Seals

1 coin book press and stand.

1 telegraph

1 filing case large

2 filing cases small

INDEX BUREAU RECD MAY 15 1905 DEPT OF STATE

RECEIVED MAY 17 1905 BUR. ACCOUNTS. DEP. OF STATE.

No. 670.

Consulate-General of the United States,

Shanghai, China, April 22nd, 1905.

Mr. James W. Davidson,

To the Department of State.

Account rendered - Draft paid by Disbursing Clerk out of European funds - By direction of Acting Secretary - Mr Loomis - May 19. 1905. T. H.

Subject:

Quarterly account.

Abstract of Contents.

INDEX BUREAU MAY 19 1905 FILED

No. 670.

Consulate-General of the United States,

SHANGHAI, CHINA, April 22nd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith my account for salary for the quarter ending March 31st 1905.

In accordance with telegraphed instructions, I remained in substantial charge of this office after the arrival here of Mr. John Goodnow. Mr. Goodnow's term of service expired with the close of the quarter.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Recd. Bu. Accts.

BUREAUCRAT, CHINA, April 22nd

Francis E. Lowis,

I have the honor to transmit herewith my account for salary for the quarter ending March 31st 1905.

In accordance with telegraphed instructions, I surrendered to substantial charge of this office after the arrival here of Mr. John Goodnow. Mr. Goodnow's term of service expired with the close of the quarter.

I am, Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

I.E.

INDEX BUREAU RECD MAY 15 1905 DEPT. OF STATE

CONSULAR BUREAU MAY 17 1905 DEPARTMENT OF STATE

No. 671.

Consulate-General of the United States,

SHANGHAI, CHINA, April 22nd 1905. , 190 .

Mr. James W. Davidson.

To the Department of State.

CHIEF CLERK, MAY 17 1905 Department of State.

Subject:

Consular Jail.

Ans. 8 June 7/05

Abstract of Contents.

Reporting escape and recapture of two prisnners and requesting permission to expend $150- in rearranging jail.

INDEX BUREAU JUN 9 1905 FILED

436 mail 28 to

No. 671-

Consulate-General of the United States,

SHANGHAI, CHINA, April 22nd 1905. ; 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that two prisoners, Albert Mattingly and Leopold Rosthorn, broke jail on the 5th of April. Fortunately they were soon recaptured, and have had their term of imprisonment lengthened, as will be observed by reference to the court proceedings for the 8th and 10th of April.

The escape was effected by digging a hole through the brick wall and dropping down into the street. By reference to my despatch of the 21st February, which I addressed to the Department on the subject of our consular jail and the ease in which prisoners could make their escape, you will note that I asked permission to employ a Sikh watchman. I decided that it would be unwise to wait the reply of the Department, and, consequently, engaged a Sikh at the equivalent of about $10- Gold a month as night watchman. I found this Sikh intoxicated one night and discharged him, replacing him by another Sikh who I am paying the equivalent of about $15- a month.

Owing to the large number of indigent Americans who have come into Shanghai both from Manchuria and from Manila, there has been much crime of late, and we

we have had continually in our jail from 8 to 12 prisoners. It became necessary for me to convert two additional rooms into cells, and I have made such changes as will tend to prevent the breaking of jail.

The weak point in our jail is, that only one side of the building can be patrolled. The building should be provided with a corridor passing entirely around it. Had this been done, the escape referred to would not have happened. This corridor, together with two or three minor improvements necessary, can be put in for the equivalent of about $150- Gold. I would ask permission of the Department to expend this sum. With this improvement and with permission to employ one additional Sikh watchman for day service, I believe that our jail can be made perfectly safe, and the unfortunate escapes which have occurred so frequently during the past few years would cease.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

3rd ASST. SECRETARY
MAY 27 1905

Mr Peirce:

Mr. Davidson asks authority to expend $150 for the construction of a corridor around the consular jail and minor repairs to the jail, and (2) he wants permission to employ a sikh watchman at the rate of $15 per month in place of the Chinese watchman now employed (salary not stated).

With regard to these requests there is no authority of law by which either the repairs and improvement or the jail watchman could be paid for from the Consular Court Fees and Fines. Under the Executive Order of July 13, 1900, these fees and fines "are to be used to defray the expenses of the Consular courts." It would hardly seem that the jail could be considered as included in the term "court" as here used.

The appropriation for the expenses of prisons for American convicts provides "for the keeping and feeding of prisoners in China", etc., The Comptroller on October 9, 1902 stated that "It was an established rule of construction of appropriation acts that an appropriation is properly chargeable with all the expenses necessary to accomplish the object for which it is made, unless particular expenses are covered by some specific appropriation". He then decided that such items as water, lights, fuel, bedding and jail coolie are incidental to the keeping of the prisoners, but that repairs to a private building, occupied by the Consulate as a jail could not properly be made from this appropriation.

It would appear from this therefore, that the Department cannot authorize the construction of the corridor and the repairs desired from either of these funds.

As regards the sikh watchman, we told Mr. Davidson several weeks ago that we had no funds for this purpose. However, we have been paying the present jail coolie $10 a month and the watchman about $9 a month from the appropriation for keeping prisoners and from Mr. Davidson's despatch I take it that he wishes to dispense with one of these men when he secures the sikh watchman.

While the appropriation provides for "keeping and feeding prisoners" provided not more than fifty cents per day for provisions is expended, I understand this has been considered to refer only to the feeding of the prisoners.

In view of the foregoing I suggest that we tell Mr. Davidson, that he may employ the sikh watchman as he desires the expenditure therefor to be included in his prison accounts, but that the Department is unable to authorize the changes and repairs in the Consular or jail premises, because it has no funds at its disposal from which the cost could be borne.

E.L.W.

APPROVED,

W. [illegible]

INDEX BUREAU RECD. MAY 25 1905 DEPT. OF STATE
CONSULAR BUREAU MAY 29 1905 DEPARTMENT OF STATE
3rd ASST. SECRETARY MAY 27 1905

No. 672.

Consulate-General of the United States,

SHANGHAI, CHINA, April 24th 1905. ,190 .

Mr. James W. Davidson,

To the Department of State.

CHIEF CLERK, MAY 27 1905 Department of State.

Subject:

re to tel

~~Missionary~~ attack on Kennedy.

Ans by phone June 1/05

Abstract of Contents.

Confirming Department's telegram on above subject.

INDEX BUREAU JUN 2 1905 FILED

No. 672.

Consulate-General of the United States,

SHANGHAI, CHINA, April 24th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have thehonor to confirm the Department's telegram, as follows:

American Consulate, Shanghai.

"Send particulars American Legation by whom steps will be taken for the protection of Kennedy- Loomis."

Relative to this subject, I would state that the Legation has been kept fully informed by Mr. Cloud the Vice-Consul in charge at Hangchow. Owing to the fact that the news of the attack reached this office first, I thought it advisable to telegraph the Department promptly in order to correct any newspaper version which might be sent off. An English newspaper, which is said to be controlled by the Russian Government, is endeavoring to make the outrage appear as having been instigated by the Japanese.

I have thehonor to be,

Sir,

Your obedient servant,

James W. Bandson

S.M. VICE CONSUL GENERAL IN CHARGE.

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CONSULAR BUREAU MAY 29 1905 DEPARTMENT of STATE

3rd ASST. SECRETARY. MAY 27 1905

No. 673.

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th 1905. , 190

CONSULAR BUREAU. NOTED.

Mr. James F. Davidson.

To the Department of State.

CHIEF CLERK, MAY 27 1905 Department of State.

Subject:

Reporting the Death of Robert Hudson.

Ans by ltr May 29/05

Abstract of Contents.

Reporting death of Hudson, seaman on "Arthur Sewall". Effects sent to Shipping Commissioner Honolulu.

INDEX BUREAU JUN 28 1905 FILED

SHANGHAI, CHINA, April 25th 1908.

James B. Davidson.

Death of Robert Graham.

Reporting death of Graham, seaman on "Arthur Sewall". Letters sent to Shipping Commissioner Honolulu.

No. 673.

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th 1905. , 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to report the death at sea of Robert Hudson, a seaman on board the American ship Arthur Sewall.

The deceased was shipped at Port Townsend, Washington, on December 24th, 1904, fell overboard and was lost at sea on December 27th, 1904. He was born in Nova Scotia, was 32 years of age, height 5 ft. 11 inches, light hair and light complexion.

His account withthe ship at the time of death was as follows:

Dec. 24th to 27, 4 days at $20 per month, $2.65
Advance at Port Townsend 2/3 of month, 13.33.
In debt to ship $10.68

As the ship is going to Honolulu, I have directed the Master to retain the effects belonging to the deceased and deliver them to the United States Shipping Commissioner at Honolulu.

I am, Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

CONSULATE GENERAL, CHINA, April 15th 1905.

[illegible]

I have the honor to report the death at sea of Robert Hudson, a seaman on board the American ship [illegible].

The deceased was shipped at Port Townsend, Washington, on December 16th, 1904, left overboard and was lost at sea on December 17th, 1904. He was born in Nova Scotia, was 32 years of age, height 5 ft. 11 inches, light hair and light complexion.

[illegible] was at Port Townsend 1/3 of month. $2.00

The death occurred while ship was on the voyage as follows:

Dec. 16th to 17. 4 days at $30 per month. $2.00

In debt to ship $10.00

As the ship is going to Honolulu, I have directed the Master to retain the effects belonging to the deceased and deliver them to the United States Shipping Commissioner at Honolulu.

I am, Sir,

Your obedient servant,

[illegible]

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No. 674

Consulate-General of the United States,

SHANGHAI, CHINA, April 28th 1905. , 190 .

CONSULAR BUREAU JUN 5 1905 DEPARTMENT of STATE

Mr. James W. Davidson.

To the Department of State.

CHIEF CLERK, MAY 27 1905 Department of State.

ASSISTANT SECRETARY. JUN 5 1905

Subject:

re the Treaty between Germany and China.

Dupl by post June 6/05

Abstract of Contents.

Confirming telegram on above subject.

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SHANGHAI, CHINA, April 28th 1909.

James W. Davidson.

Treaty between Germany and China.

Confirming telegram on above subject.

No. 674.

Consulate-General of the United States,

SHANGHAI, CHINA, April 28th 1905. , 190 .

Honorable Francis B. Loomis, Esq.,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram of April 18th, as follows:-

"Treaty between China and Germany negotiations have been commenced at Shanghai."

I have discussed the subject of this treaty with Dr. Knappe, the German Consul-General, and he informs me that it follows very closely the terms of the other treaties already completed and contains practically nothing new. There is no reference, he assures me, to any special treatment in Shantung province.

I have been promised an advanced copy, and I hope to be able to transmit it to the Department within a few days.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

SHANGHAI, CHINA, April 27th, 1933.

Hon. Nelson T. Johnson, Esq.,

I have the honor to confirm my telegram of April 19th, as follows:-

"Treaty between China and Germany negotiations have been commenced at Shanghai."

I have discussed the subject of this treaty with Dr. Trautmann, the German Consul-General, and he informs me that it follows very closely the terms of the other treaties already completed and contains practically nothing new. There is no reference, he assures me, to any special treatment in Shantung province.

I have been promised an advance copy, and I hope to be able to transmit it to the Department within a few days.

I have the honor to be,

Sir,

Your obedient servant,

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3rd ASST. SECRETARY. MAY 27 1905

No. 45

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th 1905. , 190 .

Mr. James W. Davidson.

To the Department of State.

CHIEF CLERK, Department of State. MAY 27 1905

Copy of enclosure to Jno Alexander June 1/05

Report of attack on Mr. Kennedy.

Abstract of Contents.

Transmitting report on above.

INDEX BUREAU JUN 2 1905 FILED

1 Encl Desp

CLINICAL, CHICAGO, April 29th 1902.

Dr. Dennis M. Dewitt,

I have the honor to transmit herewith report of the attack on Dr. Kennedy, a Swede Missionary. I have read the report carefully, and, knowing the origin, have every reason to believe that it is a correct account of the affair.

I have the honor to be,

Yours,

Your obedient servant,

M.D.

VICE CONSUL STATIONED IN CHICAGO.

HANGCHOW.

FROM OUR OWN CORRESPONDENT.

20th April.

The Attack on Mr. Kennedy.

On Monday a rumour reached Hangchow that a foreigner had been done to death by robbers at Yühang. Later we heard that he was only seriously wounded, but not killed. On Tuesday Mr. Cloud, the American Vice-Consul, accompanied by Captain Murphy of the Hangchow Settlement police force, and Dr. Pao, a native medical student, went to Yühang, which is only a night's journey by boat west of Hangchow, to investigate.

The particulars seem to be as follows: The Rev. E. B. Kennedy, of Shanghai, had been spending some weeks itinerating in the Yühang district and had recently had several boxes of books and tracts shipped to him there. The rumour was immediately started that there was five thousand dollars in money in each box. Credence was given to this statement from the fact that an escort of soldiers had accompanied the transfer of these boxes up country. On Wednesday night, the 12th inst., after Mr. Kennedy had gone to bed his room was suddenly broken into by twenty or thirty robbers armed with clubs and knives, and perhaps a gun or two. They began at once pounding the foreigner, saying that he might have a gun and must be made away with before carrying off his goods. In the midst of the mêlée one of his native assistants bravely came into the room and, beseeching the robbers to desist from pounding and hacking the foreigner and to take such of his goods as they pleased, carried him out. The robbers made away with everything they could find. Not finding any money they burned all the books and tracts and other foreign articles and contented themselves with carrying off the bedding and clothing.

For seven days Mr. Kennedy lay in a room adjoining the one in which he was attacked, most of the time unconscious or semi-conscious. His Chinese followers, knowing no one in Hangchow, hastened to Shanghai with the news. Hence the delay in going to his rescue. He was brought to Hangchow to-day, arriving about nine a.m. Dr. Main kindly took the wounded man into his own house where everything is being done for his comfort. A careful examination showed nine prominent cuts and slashes on his head and face. His right arm had been burned, evidently by the torches the robbers carried. His left arm was seriously bruised and gives him a good deal of pain. His escape with his life, to say nothing of no bones being broken, seems miraculous. It is only another case of the bungling work of the Chinese.

The kindness and promptness of the Chinese officials, from the Governor down, is most praiseworthy. As soon as the Governor heard of the affair he sent his private secretary with medicines for the wounded man. Within a few hours of his arrival in Hangchow the Yühang magistrate sent in $100 for his immediate expenses. He has also put out a proclamation that has been posted in all the adjoining districts offering a reward of $500 each for the leaders and $200 each for the others. Altogether twelve men are reported to have been captured, among them one of the leaders, who admits having cut him about the head with an axe.

From all that can be learned there seems to be no blame attaching to the missionary. He had gathered about him over fifty people, old and young, many of them sick and lame, in a sort of training school for Bible study. All the inhabitants were friendly. The hills have long been known to be infested with robbers, but this is the boldest attack they have made for a long while.

To-date the Yühang magistrate has succeeded in apprehending three or four of the gang's leaders and is making earnest effort to arrest all of the gang, which numbered about twenty.

From all the information Mr. Cloud obtained it is certain that the case is one of bold robbery, and not connected with anti-foreign, or anti-missionary, activities in the least.

It is only just to the Governor, the magistrate, and all the smaller officials along the way, to state that they have done all they could do to help the missionary, and that they have done everything they have been asked to do, and without the slightest hesitation. The magistrate has promised to have the leaders of the gang beheaded and to severely punish as many of the others as he shall be able to arrest; and also to reimburse Mr. Kennedy for whatever he may have lost by the theft, and to pay the expenses of the rescue party, as well as the doctor's bill.

AMERICAN CONSULAR COURT.

Shanghai, 29th April.

Before the Hon. C. S. Denison, Esq., Consul-General, Acting Judicially.

RECD. MAY 25 1905 DEPT OF STATE

RECEIVED. MAY 27 1905 BUR. ACCOUNTS DEPT OF STATE.

No. 675

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th 1905. , 190 .

Approved:
Exptr. Satisfactory.
H. H. D. Peirce
June 8. 1905

Mr. James W. Davidson,

To the Department of State.

Subject:

Contingent Expense Account.

Abstract of Contents.

Explanations regarding contingent expense account for quarter ending March 31st.

File

INDEX BUREAU JUN 10 1905 FILED

SHANGHAI, CHINA, April 26th 1908.

James E. Davidson,

Continent Express Account.

Explanation regarding country expense
account for quarter ending March 31st.

No. 675

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th 1905. , 190 .

Honorable Francis B. Loomis,
Assistant Secretary of State,
Washington, D. C.

Sir:

In explanation of certain items appearing in the contingent expense account for the quarter ending March 31st, 1905, I would state that small-pox broke out in the consular jail, and as the presence of the disease endangered all in the Consulate, I thought it necessary to enforce vaccination. I made special arrangements to obtain this at a very low cost, and as the Chinese help were inclined to oppose vaccination I found it advisable for the Government to bear the expense.

Relative to the furniture item, I would state that I found the consular office badly in need of two additional book cases and two cabinets for filing correspondence. Books were lying about on the floor, and great quantities of correspondence had not been filed. It therefore seemed advisable to obtain the book cases and cabinets at once.

I trust that the Department will approve of the above items.

I have the honor to be,

Sir,

Your obedient servant,

James W Davidson

S.M. VICE CONSUL GENERAL IN CHARGE.

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CONSULAR BUREAU. MAY 29 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. MAY 27 1905

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th, 1905

CONSULAR BUREAU. NOTED.

Mr. James W. Davidson,

To the Department of State.

MAY 27 1905 Department of State.

Subject:

Report of Death.

Ans by ltr June 27/05

Abstract of Contents.

Transmitting report of death of Fanny Lord.

INDEX BUREAU JUN 28 1905 FILED

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, April 29th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith report in duplicate of the death of Fanny Lord.

I am, Sir,

Your obedient servant,

James W. Davis

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosure: Report in dupliacte of the death of Fanny Lord.

CONSULAR BUREAU.
NOTED.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, April 29th 1905

Name: Fanny Lord

Native or naturalized: Native

Date of death: April 27th, 1905

Place of death: 20 N Szechuen Road, Shanghai.

Cause of death: Congenital-anomalia Cordis

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects:

Address of family: Shanghai

Family notified:

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 429

Remarks: Age 14 days

[SEAL.]

Vice *Consul General of the United States.* in Charge

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, April 29th 1905

CONSULAR BUREAU. NOTED.

Name: Fanny Lord

Native or naturalized: Native

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Place of death: 20 N Szechuen Road, Shanghai.

Cause of death: Congenital-anomalia Cordis

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Local law as to disinterring remains in case it is desired to bring them home: None

Disposition of effects:

Address of family: Shanghai

Family notified:

Accompanied by relatives: Yes

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 429

Remarks: Age 14 days

James W Davis

Vice *Consul General of the United States.* in Charge

[SEAL.]

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CONSULAR BUREAU JUN 3 1905 DEPARTMENT of STATE

3rd ASST. SECRETARY. JUN 3 1905

No. 676.

Consulate-General of the United States,

Shanghai April 29th, 1905.

Mr. James W. Davidson,

To the Department of State.

Rec'd June 23/05

Subject:

Law Books necessary in Consular Court.

Abstract of Contents.

Transmitting list of law books and request for certain legal works for the Consular Court at Shanghai.

CHIEF CLERK, JUN - 2 1905 Department of State.

INDEX BUREAU JUL 6 1905 FILED

No. 676.

Consulate-General of the United States,

April 29th, , 1905.

Honorable Francis G.Loomis

Assistant Secretary of State,

Washington, D. C.

Sir:

At the request of Julius G Lay,Consul General at Canton,I beg to transmit herewith a list of law books which I have found necessary in the Consular Court.

I would also ask that there be sent to this Consular Court the following legal works:

The Compiled Statutes of the United States published by West Publishing Co.,St Paul,Minnesota,with Gould & Tuckers Notes published by Little,Brown & Co.,Boston,Mass.;or the Annotated Statutes published by The Lawyers Co-Operative Ass., Rochester ,N.Y.;

The American & English Encyclopedia of Law;

Jones on Evidence,Bancroft,Whitney & Co.,San Francisco;

Some late work on Crininal Law and Criminal Pleading.

I have the honor to be,sir,

Your obedient servant

Vice Consul General in Charge.

Enclosure:

List of Law Books.

List of Law Books found necessary in the Consular Court at Shanghai,China.

Blackstones Commentaries.

Kents Commentaries.

Some standard work on Criminal Law and Criminal Pleading.

Do. on Pleading under the Code and at Common Law,with forms.

Do. of Forms generally.(Bancrofts)

The Code of the state of California.

Parsons on Contracts.

Greenleaf on Evidence. (Jones)

Daniels on Negotiable Instruments.

The United States Supreme Court Reports.

American and English Encyclopedia of Law.

Generally the library should contain all of the elementary text books together with such books of forms as can be obtained.

D.

CHIEF CLERK,
MAY 31 1905
Department of State.

No. Confidential

Consulate-General of the United States,

Shanghai, China, May 2, 1905.

Mr. James W. Davidson
To the Department of State.

Ack'd June 13/05

CHIEF CLERK,
JUN - 2 1905
Department of State.

Subject:

German Treaty with China

Noted in Library.
June 12-05. H.S.

Abstract of Contents.

Transmitting copy of above treaty and requesting that it be kept from the time considered a confidential document

No. Confidential

Consulate-General of the United States,

Shanghai, China, May 2, , 1905.

Honorable John Hay

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith a correct and true copy of the new treaty between Germany and China. The treaty will not be signed for some time to come, and I obtained it with no little difficulty and only after declaring most explicitly that it must be considered a confidential document not only with the office but with the Department as well until the signing of it is announced

announced. I would be grateful therefore if no reference would be made to it to the German Ambassador or other representative of the German Government.

I have the honor to be,

Sir

Your obedient Servant

James W. Davidson

Vice Consul General of the U. S. A. in charge.

Enclosure: 1 Copy of treaty between Germany and China.

Seine Majestät der Deutsche Kaiser, König von Preussen im Namen des Deutschen Reichs und Seine Majestät der Kaiser von China, von dem Wunsche geleitet, die Beziehungen der beiden Reiche dauernd freundschaftlich zu gestalten und den Handelsverkehr zwischen den beiderseitigen Staatsangehörigen entsprechend den Bestimmungen des Artikels XI Absatz 1 des Pekinger Schlussprotokolls vom 7. September 1901 zu erleichtern, haben den Entschluss gefasst, zur Erreichung dieser Zwecke einen Vertrag abzuschliessen und zu Bevollmächtigten ernannt

Seine Majestät der Deutsche Kaiser, König von Preussen

Seine Majestät der Kaiser von China

welche nach gegenseitiger Mitteilung ihrer in guter und gehöriger Form befundenen Vollmachten die nachstehenden Zusätze zu den bestehenden Handels- und Schiffahrtsverträgen vereinbart haben.

Seine Majestät der Deutsche Kaiser, König von Preussen

Seine Majestät der Kaiser von China

Sie

Ihr

Seine Majestät der Deutsche Kaiser, König von Preussen

Seine Majestät der Kaiser von China

Sie

Ihr

Enclosure:

Artikel I.

Likin.

Nachdem die chinesische Regierung in Verträgen mit den Regierungen von Grossbritannien und Irland, der Vereinigten Staaten von Amerika, Japans und Portugals die Abschaffung des gegenwärtig unter den Namen Likin bestehenden Besteuerungssystems gegen Erhöhung der Ein- und Ausfuhrzölle vorgesehen hat, das Inkrafttreten dieser Abmachungen indes von einer Zustimmung sämtlicher Vertragsmächte abhängig gemacht worden ist, wird es notwendig sein, diese Frage durch eine internationale Vereinbarung zu regeln. Die deutsche Regierung erklärt sich dazu bereit, an dieser Regelung teilzunehmen, wobei insbesondere die gänzliche Beseitigung des Likins seitens Chinas sicherzustellen sein wird.

Artikel 1.

Mächten die ordnungsmäßige Regierung in Verträgen mit den Regierungen von Großbritannien und Irland, der Vereinigten Staaten von Amerika, Japans und Portugals die Absonderung des gegenwärtig unter dem Namen Elbin begriffenen Besitzungsgebietes gegen Errichtung der Ein- und Ausfuhrzölle vorgesehen hat, das Inkrafttreten dieser Abmachungen indes von einer Zustimmung sämtlicher Vertragsmächte abhängig gemacht worden ist, wird es notwendig sein, diese Frage durch eine internationale Vereinbarung zu regeln. Die deutsche Regierung erklärt sich dazu bereit, an dieser Regelung teilzunehmen, sobald insbesondere die günstige Bestätigung des Zweifels seitens Chinas stattgefunden sein wird.

Artikel II.

Recht des Aufenthalts.

In allen Häfen oder Plätzen Chinas, die jetzt geöffnet sind oder die künftighin dem fremden Handel geöffnet sein werden, können Deutsche und deutsche Schutzgenossen uneingeschränkt verkehren, wohnen, Handel, Industrie, Gewerbe treiben und jeden gesetzlich erlaubten Beruf nachgehen, Häuser, Land, Geschäftsstellen und anderes Eigentum kaufen, pachten und mieten, sowie auf gekauften oder gepachteten Land Bauten errichten.

Artikel II.

Recht der Angehörigen.

In allen Städten oder Plätzen Chinas, die jetzt geöffnet sind oder die künftighin den Fremden Handel geöffnet sein werden, können Deutsche und deutsche Schutzgenossen unangefochten verkehren, wohnen, Handel, Industrie, Gewerbe treiben und jeden Gewerbsbetrieb einzelnen Personen oder Gesellschaften, Häuser, Land, Gerechtigkeiten und andere Eigentum kaufen, pachten und miten, sowie auf gekauften oder gepachteten Land Bauten errichten.

Artikel III.

Zollfreie Niederlagen.

Die chinesische Regierung verpflichtet sich, dafür Sorge zu tragen, dass in den dem Fremdenhandel geöffneten Plätzen der Kaufmannschaft in grösserem Umfange, als bisher, die Möglichkeit geboten wird, unter Zollverschluss Waren zu lagern, umzupacken, zu sortieren und für die Verschiffung herzurichten.

Sie verpflichtet sich insbesondere, auf Antrag des deutschen Konsuls, jedem in Besitz Deutscher und deutscher Schutzgenossen befindlichen Lagerhause die Vorteile der zollfreien Niederlage zu gewähren, sofern die von der chinesischen Zollbehörde verlangte Sicherheit hinsichtlich der Entrichtung der Abgaben geleistet wird.

Die chinesische Zollbehörde wird für jeden geöffneten Hafen im Einverständnis mit dem Konsularkorps die erforderlichen Vorschriften für die zollfreien Niederlagen erlassen, einschliesslich des Tarifs der für die Benutzung zu entrichtenden Abgaben, die je nach Art der Waren, Entfernung des Lagerhauses vom Zollamt und Geschäftsstunden zu bemessen sind. Deutschen und deutschen Schutzgenossen soll gestattet sein, sich der zollfreien Niederlagen zu bedienen, die in irgendeinem der dem Fremdhandel geöffneten Plätze von Angehörigen anderer Nationen errichtet sind.

Artikel III.

Zollfreie Niederlagen.

Die ostmexikanische Regierung verpflichtet sich, dafür Sorge zu tragen, dass in den dem Freundschaftsvertrag beigefügten Plätzen der Landesgrenze in grösserer Anzahl, als bisher, die Möglichkeit geboten wird, unter Zollverschluss Waren zu lagern, umzupacken, zu sortieren und für die Versendung herzurichten.

Sie verpflichtet sich insbesondere, auf Antrag des deutschen Konsuls, jeden in Bezug Deutschen und deutschen Schutzgenossen bezüglichen Lagerfalles die Vorteile der zollfreien Niederlage zu gewähren, sofern die von der ostmexikanischen Zollbehörde verlangte Sicherheit hinsichtlich der Entrichtung der Abgaben geleistet wird.

Die ostmexikanische Zollbehörde wird für jeden bezeichneten Platz im Einvernehmen mit dem Konsularkorps die erforderlichen Vorschriften für die zollfreien Niederlagen erlassen, einschliesslich des Betrags der für die Benutzung zu entrichtenden Abgaben, die je nach Art der Waren, Entlagerung des Lagerhauses von Zollamt und Gesellschaftsraum zu bemessen sind. Deutschen und deutschen Schutzgenossen soll gestattet sein, auch der zollfreien Niederlagen zu bedienen, die in Ingenieuren der dem Freundschaft bezeichneten Plätze von Angehörigen anderer Nationen errichtet sind.

Artikel IV.

Bergwesen.

Die chinesische Regierung, von dem Wunsche geleitet, Bergwerksunternehmungen in China zu fördern und zu diesem Zwecke fremdes Kapital heranzuziehen, verpflichtet sich innerhalb eines Jahres von der Unterzeichnung dieses Vertrages an in Anlehnung an die Berggesetze Deutschlands und anderer Länder neue Bestimmungen über das Bergwesen zu erlassen, die unter Förderung der Interessen der chinesischen Untertanen und ohne Schädigung der Hoheitsrechte Chinas der Heranziehung fremden Kapitals kein Hindernis in den Weg legen oder ausländische Kapitalisten ungünstiger stellen als sie nach den allgemeinen angenommenen Gesetzen des Auslandes stehen. Die chinesische Regierung wird Deutschen und deutschen Schutzgenossen gestatten, auf chinesischem Gebiet Bergbau zu betreiben und alle Arbeiten vorzunehmen, und Einrichtungen zu treffen, die diesem Zwecke dienen.

Die Ertragsfähigkeit des Bergbetriebes darf durch Besteuerung nicht in Frage gestellt werden. Andere Abgaben als eine Steuer nach dem Reingewinn und eine Steuer nach der Grösse des Grubenfeldes dürfen nicht erhoben werden.

Artikel IV.

Bergwerken.

Die chinesische Regierung, von dem Wunsche geleitet, Bergwerksunternehmungen in China zu fördern und zu diesem Zwecke fremdes Kapital heranzuziehen, verpflichtet sich innerhalb eines Jahres von der Unterzeichnung dieses Vertrages an in Anlehnung an die Bergwerksgesetze Deutschlands und anderer fremder Staaten Bestimmungen über das Bergwesen zu erlassen, die unter Förderung der Interessen der chinesischen Unterthanen und ohne Schädigung der Landeshoheit Chinas der Herausbringung fremden Kapitals freie Bahn eröffnen in den Teil Lagen oder unbebauten Kapitalisten unmöglicher stellen als sie nach den allgemeinen angenommenen Gesetzen des Auslandes stehen. Die chinesische Regierung wird Deutschen und deutschen Schutzgenossen gestatten, auf chinesischem Boden Bergbau zu betreiben und alle Arbeiten vornehmen, und Einrichtungen zu treffen, die dieses Zweckes dienen.

Die Ertragfähigkeit des Bergbetriebes darf durch Besteuerung nicht in Frage gestellt werden. Andere Abgaben als eine Steuer nach dem Reingewinn und eine Steuer nach der Größe des Grubenfeldes dürfen nicht erhoben werden.

Artikel V.

Rückzollscheine.

Rückzollscheine sollen den Antragstellern innerhalb dreier Wochen nach Einreichung der zum Empfang der Rückzollscheine berechtigenden Papiere von der Kaiserlich Chinesischen Seezollbehörde ausgehändigt werden. Sie sollen an allen Seezollämtern bei Entrichtung jeder Art von Abgaben auf ein- und ausgeführte Waren - mit Ausschluss der Transitabgaben - zum vollen Nennwert in Zahlung genommen, oder falls sie für fremde innerhalb dreier Jahre vom Tage ihrer Einfuhr an wiederausgeführte Waren ausgestellt sind, auf Verlangen des Inhabers von der Zollbank des Ausstellungsortes zum vollen Betrag Nennwert in bar eingelöst werden.

Stellt sich heraus, dass der Antrag auf Ausstellung eines Rückzollscheins nur die Hinterziehung von Zollabgaben bezweckt, so soll der Antragsteller mit einer Strafe, die den fünffachen Betrag des Zolls nicht übersteigen darf, den er zu hinterziehen versucht, belegt oder die betreffende Ware beschlagnahmt werden.

Artikel V.

Bücherzollsätze.

Bücherzollsätze sollen den Antragsteilern innerhalb dreier Wochen nach Einreichung der zum Eingang der Bücherzollsätze berechtigenden Papiere von der Interessierten Eisenbahnen Gesellschaft mitgeteilt werden. Sie sollen nur allen Gesellschaftern bei Verteilung jeder Art von Abgaben mit ein- und ausgeführte Waren - mit Ausschluss der Frachtabgaben - zum vollen Nennwert in Rechnung gestellt, oder falls die für Fracht innerhalb dreier Jahre von Tage ihrer Einfuhr an niedergelegte Waren ausgestellt sind, auf Verlangen des Inhabers von der Zollbank des Ausstellungsortes zum vollen Nennwert in Zahlung genommen werden.

Besteht also Zweifel, ob der Antrag auf Ausstellung eines Bücherzollsatzes nur die Hinterlegung von Zollabgaben bezweckt, so soll der Antragsteller mit einer Strafe, die den fünffachen Betrag des Zolls nicht übersteigen darf, den er zu hinterziehen versucht, belegt oder die betreffende Ware beschlagnahmt werden.

Artikel VI.

Schutz der Warenbezeichnungen.

Chinesische Warenzeichen sollen in Deutschland in gleichem Umfange wie deutsche Warenzeichen zum Schutze zugelassen werden, wenn eine Bescheinigung der zuständigen deutschen Konsularbehörde in China des Inhalts beigebracht wird, dass das Zeichen in China als Handelsmarke des Anmelders anerkannt wird. Der Name und die Firma eines Chinesen werden in Deutschland gegen widerrechtliche Benutzung zur Bezeichnung von Waren geschützt, ohne dass es der Beibringung einer Bescheinigung bedarf.

Deutsche Warenzeichen sollen in China gegen widerrechtlichen Gebrauch geschützt werden, sobald durch eine konsularisch beglaubigte Bescheinigung der zuständigen deutschen Behörde nachgewiesen wird, dass das Warenzeichen in Deutschland eingetragen ist. Der Name und die Firma eines Deutschen, einschliesslich der von dem Inhaber angenommenen chinesischen Bezeichnung (:Hongnamen:), sollen gegen widerrechtlichen Gebrauch geschützt werden, ohne dass es der Beibringung einer Bescheinigung bedarf. In gleicher Weise sollen Deutsche für diejenigen besonderen Verpackungen ihrer Waren geschützt werden, welche in China innerhalb der beteiligten Verkehrskreise als Kennzeichen gleichartiger Waren eines bestimmten Gewerbetreibenden gelten.

Die vorstehenden Bestimmungen finden auch zu Gunsten der deutschen Schutzgenossen Anwendung.

Sobald in China eine Zeichenbehörde ins Leben gerufen und Bestimmungen zum Schutz der Warenbezeichnungen erlassen worden sind, werden Deutschland und China ein besonderes Abkommen über den wechselseitigen Schutz der Warenbezeichnungen treffen. Bis zum Inkrafttreten dieses Abkommens bleiben die vorstehenden Bestimmungen bestehen.

Artikel VI.

Schutz der Markenbezeichnungen.

Chinesische Marken sollen in Deutschland in gleicher Weise wie deutsche Marken zum Schutze zugelassen werden, wenn eine Bescheinigung der zuständigen deutschen Konsularbehörde in China des Inhalts beigebracht wird, dass das Zeichen in China als Handelsmarke des Anmelders anerkannt wird. Der Name und die Firma eines Chinesen werden in Deutschland gegen widerrechtliche Benutzung zur Bezeichnung von Waren geschützt, ohne dass es der Eintragung einer Bezeichnung bedarf.

Deutsche Marken sollen in China gegen widerrechtlichen Gebrauch geschützt werden, sobald durch eine Konsularbehörde beglaubigte Bescheinigung der zuständigen deutschen Behörde nachgewiesen wird, dass das Markenrecht in Deutschland eingetragen ist. Der Name und die Firma eines Deutschen, einschließlich der von den Inhaber angenommenen Bezeichnung (:Normannen:), sollen gegen widerrechtlichen Gebrauch geschützt werden, ohne dass es der Eintragung einer Bezeichnung bedarf. In gleicher Weise sollen Deutsche für dieselben besonderen Verpackungen ihrer Waren geschützt werden, welche in China innerhalb der beteiligten Verkehrskreise als Kennzeichen gleichartiger Waren eines bestimmten Gewerbetreibenden gelten.

Die vorstehenden Bestimmungen finden auch zu Gunsten der deutschen Schutzgenossen Anwendung.

Sobald in China eine Zeichenbehörde ins Leben gerufen und Bestimmungen zum Schutz der Markenbezeichnungen erlassen worden sind, werden Deutschland und China ein besonderes Abkommen über den weiteren Schutz der Markenbezeichnungen treffen. Bis zum Inkrafttreten dieses Abkommens bleiben die vorstehenden Bestimmungen bestehen.

Artikel VII.

Beteiligung von Chinesen an fremden Unternehmungen.

Da das Recht chinesischer Untertanen, Kapital in nicht chinesischen Unternehmungen oder Gesellschaften anzulegen, bestritten worden ist, da jedoch grosse Summen chinesischen Kapitals auf diese Weise angelegt sind, verpflichtet sich China hierdurch, die Rechtsgültigkeit aller solcher Anlagen, ob sie bereits gemacht sind oder in Zukunft gemacht werden, anzuerkennen.

Da es ferner von grosser Wichtigkeit ist, dass alle Aktionäre einer Aktiengesellschaft in bezug auf ihre gegenseitigen Verpflichtungen vollkommen gleichstehen, so sollen alle an einer solchen deutschen Gesellschaft beteiligten Chinesen so angesehen werden, als ob sie, lediglich durch die Tatsache des Aktienerwerbs sich den gesetzlichen und statutarischen Bestimmungen der Gesellschaft, wie sie von deutschen Gerichten ausgelegt werden, unterworfen hätten. Wenn gegen derartige Aktionäre im Klagewege vorgegangen wird, so werden die chinesischen Gerichte sie zur Befolgung dieser Bestimmungen anhalten, vorausgesetzt, dass ihre Haftung keine andere und grössere ist, als die der deutschen Aktionäre. Ebenso sollen in chinesischen Gesellschaften beteiligte Deutsche in gleicher Weise verpflichtet sein, wie die chinesischen Aktionäre.

Die Vorschriften der Absätze 1 und 2 finden auf offene Handelsgesellschaften, Kommanditgesellschaften, Kolonialgesellschaften, eingetragene Genossenschaften, Gesellschaften mit beschränkter Haftung und andere Erwerbsgesellschaften entsprechende Anwendung.

Der vorstehende Artikel findet keine Anwendung auf Fälle, die zur Zeit des Vertragsschlusses bereits gerichtlich verhandelt und abgewiesen worden sind.

Artikel VII.

Beteiligung von Chinesen an fremden Unternehmungen.

Da das Recht chinesischen Unternehmen, Kapital in nicht ausschließlich chinesischen Unternehmungen oder Gesellschaften anzulegen, bestritten worden ist, da jedoch gerade diesen chinesischen Kapitalien auf diese Weise angelegt sind, verpflichtet sich China hierdurch, die Rechtsgültigkeit aller solcher Anlagen, ob sie bereits gemacht sind oder in Zukunft gemacht werden, anzuerkennen.

Da es ferner von großer Wichtigkeit ist, daß alle Aktionäre einer Aktiengesellschaft in Bezug auf ihre gegenseitigen Verpflichtungen vollkommen gleichgestellt sind, so sollen alle an einer solchen deutschen Gesellschaft beteiligten Chinesen so angesehen werden, als ob sie, lediglich durch die Interessen des Aktienunternehmens als den gemeinsamen und einheitlichen Bestimmungen der Gesellschaft, wie sie von deutschen Gerichten angelegt werden, unterworfen hätten. Wenn gegen derartige Aktionäre im Klagewege vorgegangen wird, so werden die chinesischen Gerichte die nur Lösung dieser Streitsachen anrufen, vorausgesetzt, daß ihre Haftung keine andere und größere ist, als die der deutschen Aktionäre. Ebenso sollen in chinesischen Gesellschaften beteiligte Deutsche in gleicher Weise verpflichtet sein, wie die chinesischen Aktionäre.

Die Vorschriften der Absätze 1 und 2 finden auf offene Handelsgesellschaften, Kommanditgesellschaften, Kolonialgesellschaften, eingetragene Genossenschaften, Gesellschaften mit beschränkter Haftung und andere Erwerbsgesellschaften entsprechende Anwendung.

Der vorstehende Artikel findet keine Anwendung auf Fälle, die vor Zeit des Vertragsschlusses bereits gerichtlich verhandelt und abgeurteilt worden sind.

Artikel XIII.

Deutschen, deutschen Schutzgenossen und deutschen Schiffen sollen diejenigen Häfen und Plätze geöffnet sein und geöffnet bleiben, deren Öffnung eine andere Macht für ihre Angehörigen oder Schiffe zu verlangen berechtigt ist.

Artikel XIII.

Deutschen, deutschen Schutzgenossen und deutschen Schiffen sollen dieselben Häfen und Plätze geöffnet sein und geöffnet bleiben, deren Öffnung eine andere Macht für ihre Angehörigen oder Schiffe zu verlangen berechtigt ist.

Artikel II.

Itschangstromschnellen.

Die chinesische Regierung erkennt an, dass es wünschenswert ist, den Wasserweg zwischen Itschang und Tschungking für Dampfer völlig schiffbar zu machen, sie verkennt aber auch nicht, dass eine Verbesserung der Wasserstrassen mit grossen Kosten verbunden und von Einfluss auf die Interessen der Bevölkerung von Szetschuan, Hunan und Hupeh sein könnte. Bis die Verbesserungen ausgeführt werden können, soll den Besitzern von Dampfern erlaubt sein, mit Zustimmung der Seezollverwaltung auf ihre eigenen Kosten Vorrichtungen zum Passieren der Stromschnellen anzubringen. Solche Vorrichtungen sollen allen Schiffen, Dampfern wie Dschunken, zur Verfügung stehen nach Vorschriften, die von der Seezollverwaltung in Einvernehmen mit den Gründern der Anlage aufzustellen sind. Die Seezollverwaltung wird überall, wo es nötig ist, Signalstationen und Fahrstrassenzeichen errichten.

Wird ein praktisch ausführbares Projekt zur Verbesserung der Wasserstrasse und Förderung der Schiffahrt vorgelegt, das weder die anwohnende Bevölkerung ungebührlich schädigt, noch der chinesischen Regierung Kosten verursacht, so wird die Regierung der Inangriffnahme dieses Projekts keinen Widerstand entgegensetzen.

Artikel XI.

Leuchtgaskosten.

Die obigen Regelung erkennt an, dass es wünschenswert ist, den Wasserweg zwischen Leuchtgas und Kohlenpreis für Dampfer möglich günstiger zu machen, sie verkennt aber auch nicht, dass eine Verbesserung der Wasserstrasse mit grossen Kosten verbunden und von Einfluss auf die Interessen der Bevölkerung von Scharbeutz, Timmendorf und Haffkrug sein könnte. Bis die Verbesserungen durchgeführt werden können, soll den Besitzern von Dampfern erlaubt sein, mit Zustimmung der Seezollverwaltung auf ihre eigenen Kosten Vertiefungen zum Passieren der Strombuhnen anzubringen. Solche Vertiefungen sollen allen Schiffen, Dampfern wie Segelbooten, nur Verfügung stehen nach Vorschriften, die von der Seezollverwaltung in Einvernehmen mit den Ortsbehörden der Anlage aufgestellt sind. Die Seezollverwaltung wird überall, wo es nötig ist, Signalstationen und Fahrtrinnenbojen errichten.

Wird ein praktisch ausführbares Projekt zur Verbesserung der Wasserstrasse und Förderung der Schiffahrt vorgelegt, das ueber die einmalige Belästigung hinaus dauernd Erleichterung der obigen Regelung Kosten verursacht, so wird die Regierung der Inanspruchnahme dieses Projekts keinen Widerstand entgegensetzen.

Artikel X.

Binnenschiffahrt.

Im Jahre 1898 sind die chinesischen Binnengewässer für alle einheimischen und fremden Dampffahrzeuge, die in einen geöffneten Hafen zu diesem Zweck besonders registriert sind, geöffnet worden. Das Reglement von 28. Juli 1898 sowie die Zusatzbestimmungen vom September 1898 haben sich jedoch in mancher Hinsicht nicht bewährt. Es wird daher über Binnenschiffahrt eine besondere Vereinbarung getroffen.

Artikel X.

Binnenschiffahrt.

Im Jahre 1898 sind die obigerseits Binnengewässer für alle einheimischen und fremden Dampfahrzeuge, die in einen geöffneten Hafen Ihres Landes besonders registriert sind, geöffnet worden. Das Reglement von 28. Juli 1898 sowie die Zusatzbestimmungen von September 1898 haben sich jedoch in mancher Hinsicht nicht bewährt. Es wird daher über Binnenschiffahrt eine besondere Vereinbarung getroffen.

Artikel XI.

Münzreform.

China wird sobald als möglich die erforderlichen Schritte tun, um eine einheitliche nationale Münze einzuführen, die als gesetzliches Zahlungsmittel der Deutschen und deutschen Schutzgenossen sowie der chinesischen Untertanen für alle Zölle, Steuern und sonstigen Verpflichtungen im ganzen Reiche dienen soll.

Artikel XI.

Münzreform.

China wird sobald als möglich die erforderlichen Schritte tun, um eine einheitliche nationale Münze einzuführen, die als gesetzliches Zahlungsmittel der Deutschen und deutschen Schutzgenossen sowie der ordnungsmäßigen Untertanen für alle Zölle, Steuern und sonstigen Verpflichtungen in ganzen Beträgen dienen soll.

Artikel XII.

Reisausfuhr.

Nach den dem deutsch-chinesischen Vertrage vom 2. September 1861 beigefügten Handelsbestimmungen - Artikel V §3 - ist es deutschen Kaufleuten gestattet, Reis und jede andere Getreideart unter denselben Garantiebedingungen wie „ Kupferkäsch " von einem chinesischen Hafen nach einem anderen auszuführen. Wenn in einem Bezirke Hungersnot auszubrechen droht, darf die Verschiffung von Reis und Getreide aus diesem Bezirk durch Verfügung der chinesischen Zentralregierung verboten werden mit der Massgabe, dass das Verbot nicht vor Ablauf von 21 Tagen von der Veröffentlichung ab gerechnet in Kraft tritt. Einem zum Transport von bereits gekauftem Reis besonders gecharterten Schiff soll, wenn es spätestens am Tage des Inkrafttretens des Ausfuhrverbotes am Ladeplatz eintrifft, eine weitere Woche zur Verschiffung zustehen.

Wird während der Dauer des Verbots von den Behörden irgend eine Verschiffung von Reis oder Getreide erlaubt, so soll durch diese Tatsache selbst das Verbot als aufgehoben betrachtet werden. Das Verbot darf in einem solchen Falle erst wieder erneuert werden, wenn sechs Wochen vorher eine entsprechende öffentliche Ankündigung erfolgt ist.

Wird ein Ausfuhrverbot angekündigt, so wird dabei bekannt gegeben, ob die Behörden irgendwelchen Tribut- oder Armeereis während der Verbotszeit zu verschiffen gedenken, bejahenden Falls ist die Menge anzugeben. Dieser Reis ist bei dem Ausfuhrverbot nicht einbegriffen. Die Zollbehörden sollen über allen auf diese Weise verschifften oder gelandeten Tribut- und Armeereis genau Buch führen. Die chinesische Regierung trägt dafür Sorge, dass ausser dem ihr gehörenden Tribut- und Armeereis, während der Verbotszeit kein Reis verschifft wird.

Die Ankündigungen über Ausfuhrverbote und über die Menge

des

Artikel XII.

Retorsionsrecht.

Wenn den deutsch-ostmexikanischen Vertrage vom 2. Septem-
ber 1881 beigefügten Handelsbestimmungen - Artikel V. 33 - ist
es deutschen Kaufleuten gestattet, Reis und jede andere Getrei-
deart unter denselben Garantiebedingungen wie " Kupferkäufen "
von einem ostmexikanischen Hafen nach einem anderen auszuführen.
Wenn in einem Bezirke Hungersnot ausgebrochen droht, darf die
Verschiffung von Reis und Getreide aus diesem Bezirk durch Ver-
fügung der ostmexikanischen Zentralregierung verboten werden mit
der Massgabe, dass das Verbot nicht vor Ablauf von 21 Tagen
von der Veröffentlichung ab gerechnet in Kraft tritt. Einem
zum Transport von bereits gekauften Reis besonders beauftrag-
ten Schiff soll, wenn es spätestens am Tage des Inkrafttretens
des Ausfuhrverbotes im Ladehafen eintrifft, eine weitere Woche
zur Verschiffung zustehen.

Wird während der Dauer des Verbots von den Behörden irgend
eine Verschiffung von Reis oder Getreide erlaubt, so soll durch
diese Tatsache selbst das Verbot als aufgehoben betrachtet wer-
den. Das Verbot darf in einem solchen Falle erst wieder erneuert
werden, wenn seche Wochen vorher eine entsprechende öffentliche
Ankündigung erfolgt ist.

Wird ein Ausfuhrverbot angekündigt, so wird damit bekannt
gegeben, ob die Behörden irgendwelchen Früht- oder Armeereis
während der Verbotszeit zu verschiffen gestatten, betreffenden
Falls ist die Menge anzugeben. Dieser Reis ist bei dem Aus-
fuhrverbot nicht einbegriffen. Die Schiffsbehörden sollen über al-
len auf diese Reise verschifften oder geladenen Früht- und
Armeereis genau Buch führen. Die ostmexikanische Regierung trägt
dafür Sorge, dass unserer den ihr gehörenden Früht- und Armee-
reis, während der Verbotszeit kein Reis verschifft wird.

Die Ankündigungen über Ausfuhrverbote und über die Menge

des

des zu verschiffenden Armee- und Tributreises sollen von der Zentralregierung erlassen und öffentlich bekannt gemacht werden. Die 21tägige Frist läuft vom Tage der Veröffentlichung in der Peking-Zeitung. Ebenso soll von derselben Stelle die Aufhebung des Verbots zur öffentlichen Kenntnis gebracht werden. Die Ausfuhr von Reis und Getreide nach dem Ausland bleibt verboten.

des zu versteigernden Arrest- und Pfändungsgutes sollen von der Zentralregierung erlassen und öffentlich bekannt gemacht werden. Die Rückgabe Preis läuft von Tage der Versteigerung im Pfändung-Leistung. Ebenso soll von derselben Stelle die Aufhebung des Verbots zur öffentlichen Kenntnis gebracht werden. Die Aufnahme von Orts und Getreide nach dem Anziehend bleibt verboten."

[illegible] Person nicht [illegible], darf die Versteigerung des Gutes und Getreide aus diesem Bezirk durch Verfügung der obersten Zentralregierung verboten werden mit der Maßgabe, dass das Verbot nicht vor Ablauf von 21 Tagen von der Versteigerung abgerechnet in Kraft tritt. Einen aus Transport von Getreide gemachten Gute besonders geschützten Gebiet soll, wenn es erforderlich ist Tage des Inkrafttretens des Ausfuhrverbotes im Lodgiate einrichtet, eine weitere Woche zur Versteigerung zugelassen.

Wird während der Dauer eines Verbots von den Berechtigten irgend eine Versteigerung von Gute oder Getreide erlaubt, so soll durch diese Tatsache selbst das Verbot die aufgehoben betrachtet werden. Das Verbot darf in einen solchen Fall erst wieder erneuert werden, wenn neue Gründe vorher eine entsprechende öffentliche Ankündigung erfolgt ist.

Wird ein Ausfuhrverbot aufgehoben, so wird dabei bestimmt werden, ob die bereits irgendwelchen Fracht- oder Arrestes während der Verbotszeit zu versteigern gelassen, Betreffenden Falle ist die Frage zu entscheiden. Dieser Gute hat bei den Ausfuhrverbot nicht einzuverleiben. Die Beteiligten sollen über alle auf diesen Gute versteigerten oder gelandeten Fracht- und Arrestes genau Buch führen. Die obrigkeitliche Regierung trägt darüber Sorge, dass unser das für verfügbaren Fracht- und Arrestes, während der Verbotszeit Gute Gute versteigert wird.

Die Ausnahmen über Ausfuhrverbote und über die Frage

des

Artikel XIII.

Revision. Meistbegünstigung.

Alle Bestimmungen der früher geschlossenen Verträge bleiben insoweit in Kraft, als sie nicht durch den vorstehenden Vertrag abgeändert worden sind.

Um jeden Zweifel auszuschliessen, wird noch besonders hervorgehoben, dass die in Artikel XI. des deutsch-chinesischen Freundschafts-, Handels- und Schiffahrtsvertrage vom 2. September 1861 Deutschland, Deutschen und deutschen Schutzgenossen zugesicherte Meistbegünstigung unverändert und in vollen Umfang weiter besteht.

Nach Ablauf von 10 Jahren, von dem Zeitpunkte an gerechnet, an dem dieser Vertrag in Kraft tritt, soll jeder der hohen vertragschliessenden Teile das Recht haben, nachdem ein Jahr zuvor dem anderen Teile von der bestehenden Absicht Mitteilung gemacht worden ist, eine Revision des Vertrages zu verlangen, um im Wege gemeinschaftlicher Verständigung solche Abänderungen vorzunehmen, welche die Erfahrung als wünschenswert dargetan hat. Bis zum Inkrafttreten der neuen Verständigung bleibt dieser Vertrag in Wirksamkeit. Ist nach Ablauf der ersten zehn Jahre von keiner Seite eine Revision verlangt worden, so bleibt, von diesem Zeitpunkte an gerechnet, der Vertrag für eine weitere Periode von zehn Jahren in Kraft und so fort nach dem jedesmaligen Ablaufen des zehnjährigen Zeitabschnittes.

Der gegenwärtige Vertrag ist in deutscher und chinesischer Sprache abgefasst worden; bei Meinungsverschiedenheiten über den Wortsinn ist der deutsche Text massgebend.

Artikel XIII.

Revision. Meistbegünstigung.

Alle Bestimmungen der früher persönlichen Verträge bleiben insoweit in Kraft, als sie nicht durch den vorstehenden Vertrag abgeändert worden sind.

Um jeden Zweifel auszuschließen, wird noch besonders hervorgehoben, daß die in Artikel XI des deutsch-chinesischen Freundschafts-, Handels- und Schiffahrtsvertrage vom 2. September 1861 Deutschland, Deutschen und deutschen Schutzgenossen zugesicherte Meistbegünstigung unverändert und in vollem Umfang weiter besteht.

Nach Ablauf von 10 Jahren, von dem Zeitpunkte an gerechnet, an den dieser Vertrag in Kraft tritt, soll jeder der beiden vertragschließenden Teile das Recht haben, mindestens ein Jahr zuvor den anderen Teile von der beabsichtigten Absicht Mitteilung gemacht worden ist, eine Revision des Vertrages zu verlangen, um in Hinsicht gemeinschaftlicher Verständigung solche Abänderungen vorzunehmen, welche die Erfahrung als wünschenswert dargetan hat. Bis zum Inkrafttreten der neuen Verständigung bleibt dieser Vertrag in Wirksamkeit. Ist nach Ablauf der ersten zehn Jahre von keiner Seite eine Revision verlangt worden, so bleibt, von diesem Zeitpunkte an gerechnet, der Vertrag für eine weitere Periode von zehn Jahren in Kraft und so fort nach dem jedesmaligen Ablaufen des zehnjährigen Zeitabschnittes.

Der gegenwärtige Vertrag ist in deutscher und chinesischer Sprache abgefaßt worden; bei Meinungsverschiedenheiten über den Wortsinn ist der deutsche Text maßgebend.

Artikel XIV.

Ratifikation.

Der gegenwärtige Vertrag soll ratifiziert und die Ratifikationen sollen innerhalb eines Jahres, vom Tage der Unterzeichnung an gerechnet, in Peking ausgewechselt werden.

Der Vertrag tritt drei Monate nach Ratifikation in Kraft.

Urkundlich dessen haben die obengenannten beiderseitigen Bevollmächtigten diesen Vertrag unterzeichnet und demselben ihre Siegel beigedrückt.

So geschehen in je zwei Ausfertigungen in der deutschen und chinesischen Sprache zu

..... den .....

im Jahre Eintausendneunhundert und .....

entsprechend dem .... Tage des ...

..... Monats des ..... Jahres

Kuanghsü.

L.S. L.S.

Artikel XIV.

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So geschehen in je zwei Ausfertigungen in der deutschen und chinesischen Sprache zu

..... den .....

im Jahre Eintausendneunhundert und .....

entsprechend dem ..... Tage des ...

..... Monats des ..... Jahres

Kuangsü.

L.S. L.S.

Binnenschiffahrt.

Zusatzbestimmungen.

1. Die Besitzer deutscher Dampfschiffe haben das Recht, an den Ufern der Wasserstrassen von chinesischen Untertanen Speicher und Landungsbrücken für einen 99 Jahre nicht überschreitenden Zeitraum, mit dem Recht der Verlängerung auf Grund gegenseitiger Verständigung, zu pachten. Falls deutsche Kaufleute die Speicher und Landungsbrücken nicht zu angemessenen Bedingungen von den chinesischen Eigentümern erhalten können, so sollen die Ortsbehörden solche zu den üblichen angemessenen Preisen und mit dem oben erwähnten Recht der Verlängerung besorgen.

2. Landungsbrücken sollen nur an solchen Plätzen errichtet werden, wo sie weder für die Wasserstrasse, noch für die Schiffahrt ein Hemmnis sind. Sie bedürfen der Genehmigung des nächsten Zolldirektors. Diese Genehmigung darf aber nicht willkürlich versagt werden.

3. Für die Speicher und Landungsbrücken sollen deutsche Kaufleute dieselben Steuern und Abgaben - im Verhältnis - zahlen wie die benachbarten chinesischen Eigentümer ähnlicher Anlagen. In Ortschaften, die von den Binnendampfschiffen berührt werden, können deutsche Kaufleute wohnen und nach ihrer Wahl fremde oder chinesische Agenten und Bedienstete zum Betreiben ihres Geschäfts in den Warenspeichern anstellen. Die bestehenden Rechte der Gerichtsbarkeit Chinas über chinesische Untertanen sollen durch diesen Artikel auf keine Weise geschmälert werden oder angetastet werden.

4. Die die chinesischen Binnengewässer befahrenden Dampfschiffe sind den Ufereigentümern für den Schaden verantwortlich, den sie an den Ufern oder Uferanlagen verursachen sowie für den dadurch entstehenden Verlust. Falls China das Befahren eines besonders seichten Wasserwegs durch Dampfbarkassen zu verbieten wünscht, weil Grund zur Besorgnis vorliegt, dass durch das Befahren

Binnenschiffahrt.

Ausführungsbestimmungen.

1. Die Besitzer deutscher Dampfschiffe haben das Recht, an den Ufern der Wasserstraßen von ostmasurischen Unterthanen Spezialer und Landungsplätzen für einen 99 Jahre nicht übersteigenden Zeitraum, mit dem Recht der Verlängerung auf Grund gegenseitiger Vereinbarung, zu pachten. Falls deutsche Kauffahrteischiffe und Landungsplätze nicht zu angemessenen Bedingungen von den ostmasurischen Eigenthümern erhalten können, so sollen die Ortsbehörden solche an den nächsten angemessenen Pretsen und mit den oben erwähnten Rechte der Verlängerung besorgen.

2. Landungsplätze sollen nur an solchen Plätzen errichtet werden, wo sie weder für die Wasserstrasse, noch für die Schiffahrt ein Hemmis sind. Sie bedürfen der Genehmigung des örtlichen Polizeiorgans. Diese Genehmigung darf aber nicht willkürlich versagt werden.

3. Für die Spezialer und Landungsplätzen sollen deutsche Kauffahrteischiffe Steuern und Abgaben - in Vergleichs - zahlen wie die benachbarten ostmasurischen Eigenthümer ähnlicher Anlagen. In Ortschaften, die von den Binnendampfschiffen berührt werden, können deutsche Kauffahrteischiffe wohnen und mit ihrer Mehl Fremde oder ostmasurische Agenten und Bedienstete zum Betreiben ihres Geschäfts in den Warenspeichern anstellen. Die bestehenden Rechte der Gerichtsbarkeit Ehrens über ostmasurische Unterthanen sollen durch diesen Artikel auf keine Weise beeinträchtigt oder aufgehoben werden.

4. Die die ostmasurischen Binnengewässer befahrenden Dampfschiffe sind den Ufereigenthümern für den Schaden verantwortlich, den sie an den Ufern oder Ufermauern verursachen sowie für den dadurch entstehenden Verlust. Falls Ehren des Befahren eines besonders geschützten Wasserwegs durch Dampfschiffen zu verbieten wünscht, weil Gefahr zur Besorgnis vorliegt, diese durch das Befahren

fahren voraussichtlich die Ufer beschädigt und den anliegenden Land Schaden zugefügt werden könnte, so sollen die deutschen Behörden, wenn sie dazu aufgefordert werden und sich von der Berechtigung des Einspruchs überzeugt haben, das Befahren dieses Wasserwegs durch deutsche Dampfbarkassen verbieten, vorausgesetzt, dass ein gleiches Verbot auch für chinesische Barkassen besteht.

Fremden wie chinesischen Dampfbarkassen ist es untersagt, die an Binnengewässern zur Zeit vorhandenen Dämme und Wehre an Stellen zu passieren, an denen sie diese Anlage voraussichtlich in einer die Wasserverhältnisse des Ortes benachteiligenden Weise beschädigen würden.

5. Die deutsche Regierung wird der Übertragung deutscher auf chinesischen Binnengewässern verkehrender Schiffe auf Chinesen kein Hindernis in den Weg legen. Der Umstand, dass Deutsche oder deutsche Schutzgenossen an einer chinesischen Binnenschiffahrtsgesellschaft beteiligt sind, soll die Fahrzeuge dieser Gesellschaft zur Führung der deutschen Flagge nicht berechtigen.

6. Eingetragenen Dampfern und den von ihnen geschleppten Fahrzeugen ist es verboten, ebenso wie es Dschunken immer verboten war, Schmuggelwaren zu führen Übertretungen dieser Vorschrift ziehen die in den Verträgen hierfür vorgesehenen Strafen sowie den Widerruf des Binnenschiffahrtszertifikats für die Schiffe nach sich, denen fortan das Befahren von Binnengewässern untersagt wird.

7. Da es wünschenswert ist, dass die Bevölkerung im Innern durch die Ankunft der ihnen ungewohnten Dampfschiffe so wenig wie möglich beunruhigt wird, sollen die von Dampfern bisher nicht befahrenen Gewässer nur in solchen Abschnitten geöffnet werden, wie sie die Kaufleute für zweckmässig halten und nur wenn die Schiffseigentümer sich Aussicht auf lohnenden Verkehr versprechen.

Wenn

fahren vorausgesetzt, die über beschädigt und den mitgeführten Land Schaden angefügt werden könnte, so sollen die deutschen Behörden, wenn sie davon unterrichtet werden und also von der Bestätigung des Einganges überzeugt haben, das Befahren dieses Fahrwassers durch deutsche Dampfschiffe verbieten, vorausgesetzt, dass ein objektives Verbot durch für ostmarkische Durchgang besteht.

Ferner wie ostmarkischen Dampfschiffahrten ist es untersagt, die an Binnengewässern zur Zeit vorhandenen Häfen und Werfte zu Stellen zu benutzen, an denen sie diese Anlage vorausgesetzlich in einer die Wasserverhältnisse des Ortes berücksichtigenden Weise beschädigen würden.

8. Die deutsche Regierung setzt der Übertragung deutschen auf ostmarkischen Binnengewässern verkehrender Schiffe auf Ostmarkische keit Hindernis in den Weg legen. Der Umstand, dass deutsche oder deutsche Schutzgenossen an einer ostmarkischen Binnenschiffahrtsgesellschaft beteiligt sind, soll die Führung dieser Gesellschaft zur Führung der deutschen Flagge nicht berechtigen.

9. Ostmarkischen Dampfern und den von ihnen beschleppten Fahrzeugen ist es verboten, ebenso wie es deutschen immer verboten war, Schmuggelwaren zu fremden Übertretungen dieser Vorschrift seitens die in den Verträgen hierfür vorgesehenen Strafe sowie den Widerruf des Binnenschiffahrtsrechts für die Schiffe nach sich, denen fortan das Befahren von Binnengewässern untersagt wird.

7. Da es wünschenswert ist, dass die Beschiffung in Inseln durch die Anzahl der ihnen mitgeführten Dampfschiffe so wenig wie möglich beeinträchtigt wird, sollen die von Dampfern bisher nicht befahrenen Gewässer nur in soloen Abschnitten geöffnet werden, wie sie die Familie für unbedingt halten und nur dann die Schiffseigentümer sich Ausstoßt auf lohnenden Verkehr verschaffen.

denn

Wenn die Absicht besteht, auf einem von derartigen Schiffen bisher nicht befahrenen Binnengewässer Dampfer laufen zu lassen, so soll hiervon dem nächsten Zolldirektor Anzeige erstattet werden, der seinerseits die Angelegenheit an das Handelsministerium berichtet. Das Ministerium erteilt sodann nach Benehmen mit dem Generalgouverneur oder dem Gouverneur der Provinz ohne weiteres die Genehmigung.

8. Ein eingetragener Dampfer darf innerhalb des Wassergebiets eines Hafens oder von einem Vertragshafen nach einem oder mehreren anderen Vertragshäfen fahren, oder von einem Vertragshafen nach Plätzen im Innern und von da zurück nach dem Ausgangshafen. Nach entsprechender Anzeige an die Zollverwaltung kann der Dampfer an allen unterwegs berührten anerkannten Handelsplätzen Passagiere und Ladung einnehmen und landen. Der Dampfer darf jedoch, ohne Genehmigung der chinesischen Regierung, nicht ausschliesslich zwischen Inlandplätzen verkehren.

9. Fracht-und Passagierfahrzeuge aller Art können von Dampfern geschleppt werden, auch auf den Yangtse. Die Schiffsmannschaft des geschleppten Fahrzeugs muss aus Chinesen bestehen. Der Zolldirektor kann auf Antrag Ausnahmen hiervon zulassen. Alle Fahrzeuge müssen, ohne Rücksicht auf Eigentumsrecht, eingetragen werden, bevor sie ins Innere fahren dürfen.

10. Die vorstehenden Bestimmungen ergänzen die Binnenschiffahrtsregulationen vom Juli und September 1898 und können ebenso wie diese nur mit gegenseitiger Übereinstimmung abgeändert werden. Die früheren Bestimmungen bleiben, soweit sie durch die vorstehenden nicht abgeändert werden, in Kraft.

So geschehen zu SHANGHAI, den

im Jahre Eintausendneunhundertund entsprechend dem

..... Tage des ..... Monats des .....Jahres Kuanghsü.

INDEX BUREAU RECD MAY 31 1905 DEPT. OF STATE

3rd ASST. SECRETARY. JUN 3 1905

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA? May 2nd , 1905.

CONSULAR BUREAU. NOTED.

Mr. James W. Davidson,

To the Department of State.

Asked re. naturality June 2 4/05

Subject:

Marriage.

Abstract of Contents.

Transmitting marriage certificate issued to Henry Marco & Agnes Schwartz.

INDEX BUREAU JUN 26 1905 FILED

CHIEF CLERK, JUN - 2 1905 Department of State.

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, May 2nd , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith marriage certificate issued to Henry Marco and Agnes Schwartz, in accordance with paragraph #419 of the Consular Regulations.

I am, Sir,

Your obedient servant,

James W. Ramsey

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Form No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU
NOTED

Consular Office of the United States of America

SHANGHAI, CHINA April 16th 1905

I, N. Carter Boyd, Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this Sixteenth day of April A. D., 1905, at Synagogue Bethel in the city of Shanghai, China, Henry Marco, aged 28 years, born in Russia and now residing in Shanghai, China, and Agnes Schwartz, aged 16 years born in Russia, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. M. Ifrael, who is authorized by the laws of the State of Utah, Russia, to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this Sixteenth day of April, A. D., 1905, and of the Independence of the United States the 129th

N. C. Boyd

Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

DIV. OF RECD. MAY 31 1905 DEPT. OF STATE

CONSULAR BUREAU JUN 3 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JUN 3 1905

No. 677

Consulate-General of the United States,

SHANGHAI, CHINA, May 2nd , 1905.

Mr. James W. Davidson,

To the Department of State.

Approved June 5/05

Subject:

Register of American residents.

Abstract of Contents.

Transmitting sample card used to obtain information re. Americans living in this Consular District.

INDEX BUREAU JUN 17 1905 FILED

CHIEF CLERK, JUN - 2 1905 Department of State.

No. 677.

Consulate-General of the United States,

SHANGHAI, CHINA, May 2nd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that I find our present register of Citizens to be very much out of date, to contain names of Americans who have left China and also some now deceased, and that many Americans are not registered. In order to obtain a complete list, and to secure information which owing to the peculiar administrative conditions existing is very important, I have had printed some cards as per sample. I trust the method I have adopted, will meet with the Department's approval.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosure: 1 sample card.

AMERICAN CONSULATE-GENERAL,

SHANGHAI,

CHINA.

NOTICE TO AMERICAN CITIZENS.

It is very important that all Americans residing in this Consular District should be registered. Registration to be effective should from time to time be renewed. Accordingly, a new Register has been opened, and you are requested to fill in the accompanying blank form, detach and present it in person at the Consulate-General. In the case of Americans living outside of Shanghai, the card may be sent by mail, and registration will be effected providing the person concerned has been previously registered, otherwise it will be placed on file until such time as personal application can be made. In order that every American may be registered, your kind assistance is solicited in providing this office with the names and addresses of friends residing in this Consular district, who you may have reason to believe are not registered. This Consular District includes all places nearer to Shanghai than to Hangchow or Nanking.

Consul-General of the U. S. A.
Shanghai, China.

Full Name.....

Chinese ..ft.....

Native or Naturalized } .....

Last Residence in U. S. of A. } .....

Home Address of nearest Relative or Friend } .....

.....

Birth-place .....

Date of Birth.....

Married or Single } ..... No. of Minor Children } .....

Occupation.....

Present Permenent Address } .....

.....

Date of Naturalization.....

By what Court Naturalized.....

.....

Date of will.....

In whose Custody.....

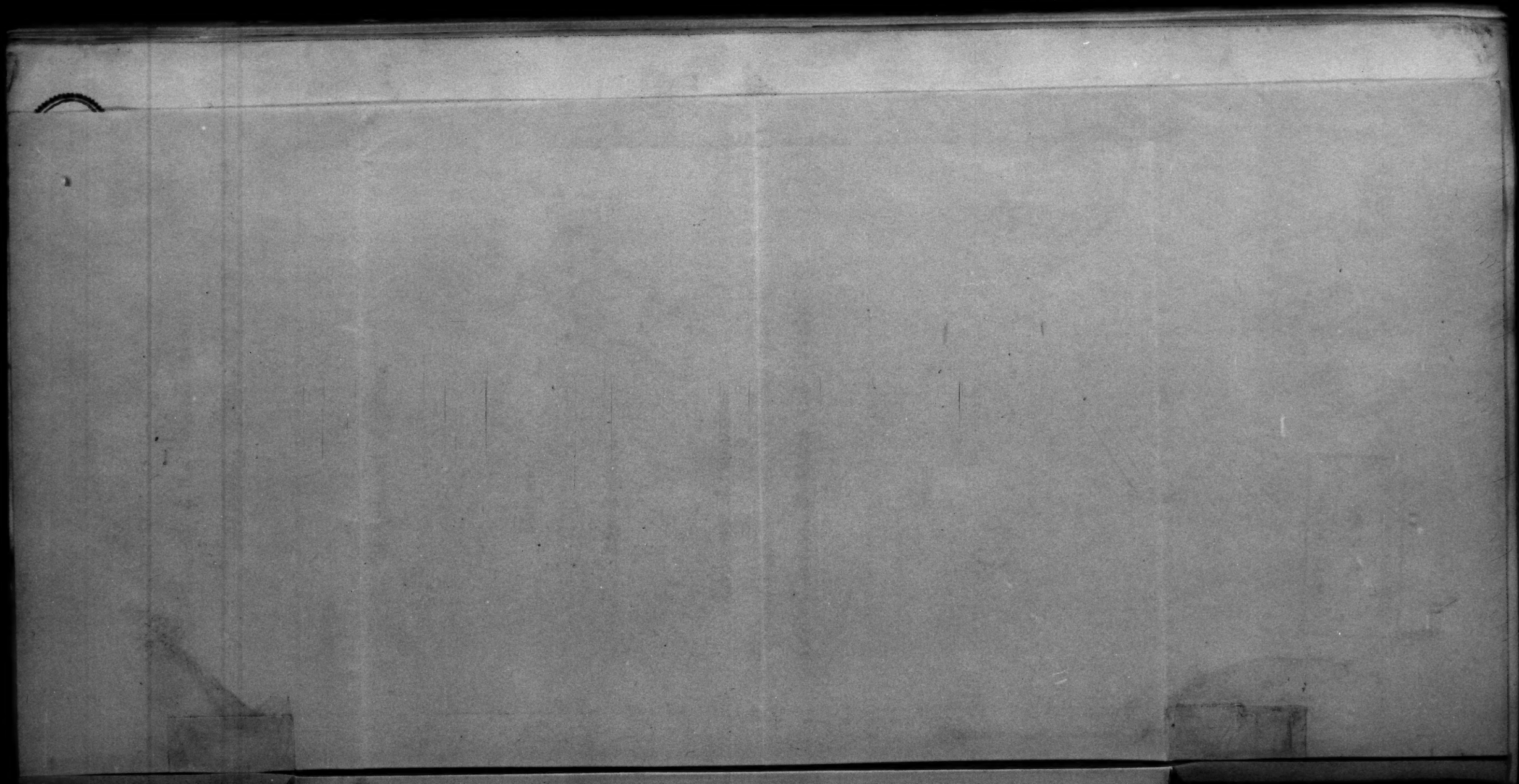
.....

Signature .....

郵政明信片

此面只寫收信人姓名住址
後面須寫寄信人各種事由

如回信須另於副片



INDEX BUREAU RECD. JUN 5 1905 DEPT. OF STATE

CONSULAR BUREAU JUN 6 1905 DEPARTMENT of STATE

3rd ASST. SECRETARY. JUN 6 1905

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, May 10th , 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Law Report.

Copy to Justice June 7/05

Abstract of Contents.

Transmitting report of the case of U.S.v. Evans, McKenna and Freels.

INDEX BUREAU JUN 8 1905 FILED

CHIEF CLERK, JUN - 6 1905 Department of State.

SHANGHAI, CHINA, May 10th

James R. Davidson,

Ian Report.

Transmitting report of the case of

U.S.v. Evans, McKenna and Tyrell.

No. #

Consulate-General of the United States,

SHANGHAI, CHINA, May 10th , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith report in duplicate of the case of U. S. v. S. K. Evans, J. McKenna, and S. A. Freels.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosure: as above stated.

AMERICAN CONSULAR COURT.

Shanghai, 28th April.

Before the Hon. J. W. DAVIDSON, Acting Consul General.

ON THE RAMPAGE.

S. K. Evans, J. McKenna, and S. A. Freels of the U. S. S. Elcano, were charged with assaulting Marco Goldstein in the Hotel Shanghai about 9 p.m. the 26th inst.

Accused pleaded not guilty.

Marco Goldstein, sworn, said that at about 8. 30 p.m. the 26th inst the accused and one man in civilian clothes came into the hotel bar and called for beer which was served to them. They then went into the dance hall where they stood talking to Miss Stefano and finally they got into an argument with her and insulted her. Witness had heard the talking and went inside to enquire about it, and she said she had been insulted. Witness told her to keep away as she knew what kind of people they were. Witness then went to the front bar and was followed by the accused who assaulted him and tore his waist coat, and they said "punch his nose," "break his head," etc. McKenna struck witness and knocked him down. They barred the entrance to the doors and would not let witness pass by to go upstairs. There were two bars and a dance hall attached to the hotel. He had had no trouble with anybody except the Elcano crowd. Witness had been fourteen years on the station and never had any trouble.

G.F. Orley, sworn, said that he was acting manager of the hotel. On the night in question he was sitting down reading a paper when the accused with a man who had been paid off two days previously came in. They followed Goldstein into the bar and one said punch his nose, another one said "break his head" while the third man said "lets do for him." There were a number of lodgers in the bar at the time but no one wanted any trouble or to get a black eye. Witness wanted to go out to inform the police, but the accused barred the door. Some Italian boarders assisted Goldstein to go upstairs. Goldstein never laid his hands on any of the accused He did not hear the talking in the back bar, but he heard them use foul language in the front bar

M. Peterson, sworn, said he was sitting down reading when the men came in He did not notice the beginning of the row but saw the men commit the assault but could not identify the one that started the row. He did not think they were sober at the time.

Miss Stefano Lochinsky, sworn, said that she was in the dance-hall at 8 30 p.m. when the three fellows came in and called for beer. One of them insulted witness very badly. She could not repeat what was said as it was too bad. She listened for half an hour and then she asked the fellow why he had insulted her, and he said that if she did not like it she did not need to listen and then said that if she had a man to call him and the matter could be squ red. Goldstein came in and asked what was the matter and witness said nothing, as she did not want to repeat what had been said as it was so bad. Goldstein then told witness to go out and the men said "break his face, punch his nose," "knock him out" etc. They then went for Goldstein and knocked him out. The Elcano crowd was a bad lot, they came into the place, broke glasses, knocked tables over, capsized chairs and then cleared out. The accused were arrested and when they were going in the charge room the Irishman said "shall I give him a crack on the head," and the sergeant said if he made any break he would get a hit on the head himself. Goldstein was very polite to the men and did not want to fight.

S. K. Evans, sworn, said that they went into the hotel to get a drink and then went into the dance hall to have a dance. There was nobody there, so they sat down and began to talk about ship affairs. The girl came up and said witness had insulted her. Witness denied this and then she said it was McKenna. Goldstein came in and talked and when he went out witness and the others followed him, as he wanted to go behind the bar to get a club and witness and the others prevented him. Then he wanted to go upstairs to get a gun. Witness and the rest went outside and saw two foreign policemen and told them about the matter and they went inside to see if there was a gun about.

His Honour said that it was most improbable that the people who kept the hotel would start a row, as they kept it to make money from sailors and the accused must have said something to the girl.

Witness, continuing, said that if the man had been struck he must be able to show marks.

His Honour said not necessarily so. It all depended how hard a blow was struck.

J. McKenna, sworn, said they went inside and called for three beers. They then went in the dance hall for a dance, as the place was advertised for that purpose to attract sailors. They sat down talking and might have used some bad language which the dame might have thought was intended for her, but it was not. She first accused Evans, and then Freels of insulting her. Goldstein came in and wanted to throw the gang out and witness wanted to know the reason as they had paid their way. Witness helped to hold Goldstein back as witness thought they might be laid out; other people had been laid out in the place and witness did not want to be one of the number. A plug inside tried to get out and witness saw a gun sticking out of his hip pocket. Witness and the others came ashore about nine o'clock and had eight or nine beers. It was the people in the house who kept the doors shut as they wanted to lay out the gang. The girl was not insulted in anyway.

F. A. Freels, sworn, said that after having a beer they went into the dancing hall. As there was no one there, witness and the other fellows sat down and engaged in ordinary conversation. The girl thought she had been insulted. The doors were kept shut by the inmates of the place.

His Honour said this was a most remarkable thing.

Witness, continuing, said that Goldstein went to the front bar and witness and the others followed him so as to get out. The front door was the nearest one to Broadway. There was another door but it was very seldom used. Goldstein started the argument about the girl being insulted and said "remember your sisters in the States." When he got in front he tried to get behind the bar to get a gun or a club. Goldstein and another fellow started upstairs and witness thought they were after a gun, so witness and the others got outside. Witness met two policeman outside and told them about the trouble and they went inside to search for the gun but the fellows had got rid of them. Witness or the others did not hit Goldstein, neither was the girl insulted.

His Honour said that accused had been found guilty of creating a disturbance and would be fined $20 Mexican each.

INDEX BUREAU
RECD.
JUN 6 1905
DEPT OF STATE

3rd ASST. SECRETARY.
JUN 6 1905

No. 1

Consulate-General of the United States,

SHANGHAI, CHINA, May 10th , 1905.

CONSULAR BUREAU.
NOTED.

Mr. James W. Davidson,

To the Department of State.

Subject:

Report of deaths.

Abstract of Contents.

Transmitting reports of the deaths of Standring and Epipino de la Pena.

INDEX BUREAU
JUN 28 1905
FILED

CHIEF CLERK,
JUN - 6 1905
Department of State.

SHANDELL, MEINA, May 30th

James B. Davidson.

Report of deaths.

Transmitting reports of the deaths
of Beatrice and Kipjino da Je Tena.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, May 10th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith two reports in duplicate of the deaths of Standring, an infant child and Epipino de la Pena, a filipino.

I am, Sir,

Your obedient servant,

Thos. W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosures: 2 reports of deaths.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED.

Consular Service, U. S. A.

SHANGHAI, May 8th 1905 190

Name: Epipino de la Pena

Native or naturalized: Filipino

Date of death: April28th

Place of death: Shanghai

Cause of death: Pneumonia chronica

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

none

Disposition of effects:

Address of family: 703 Miller Road Shanghai

Family notified: Yes

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

438

Remarks:

John W. Davison

Vice *Consul General of the United States.*

in charge

[SEAL.]

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU NOTED

Consular Service, U. S. A.

SHANGHAI, May 8th 1905 190

Name: Epipino de la Pena

Native or naturalized: Filipino

Date of death: April28th

Place of death: Shanghai

Cause of death: Pneumonia chronica

Disposition of remains: Buried

Local law as to disinterring remains in case it is desired to bring them home:

none

Disposition of effects:

Address of family: 703 Miller Road Shanghai

Family notified: Yes

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

434

Remarks:

[SEAL.]

James W. Davidson

Vice *Consul General of the United States.*

in charge

(Form No. 126.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

_____, _____, 190 .

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED

Consular Service, U. S. A.

SHANGHAI, April 29th 1905

Standring (infant child)

Name:

Native or naturalized: Native

Date of death: April 27th,1905

Place of death: 9 Markham Road,Shanghai,

Cause of death: Heart failure(Intestinal ferment poisoning)

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home: None.

Disposition of effects:

Address of family: 3 Markham Road,Shanghai

Family notified: Yes

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 430

Remarks: Age 2 months

[SEAL.]

Vice Consul General of the United States. in Charge.

(Form No. 376)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN

Consular Service, U. S. A.

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

CONSULAR BUREAU. NOTED

Consular Service, U. S. A.

SHANGHAI, April 29th 1905

Name: Standring (infant child)

Native or naturalized: Native

Date of death: April 27th,1905

Place of death: 9 Markham Road,Shanghai,

Cause of death: Heart failure(Intestinal ferment poisoning)

Disposition of remains: Buried.

Local law as to disinterring remains in case it is desired to bring them home:

None.

Disposition of effects:

Address of family: 3 Markham Road,Shanghai

Family notified: Yes

Accompanied by relatives:

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page

Remarks: 430

Age 2 months

James W Davidson

Consul General of the United States.

[SEAL.]

Vice in Charge.

INDEX BUREAU
RECD.
JUN 5 1905
DEPT. OF STATE

3rd ASST. SECRETARY.
JUN 6 1905

No. 1

Consulate-General of the United States,

SHANGHAI, CHINA, May 10th, 1905.

Mr. James W. Davidson,

To the Department of State.

INDEX BUREAU.
NOTED.

Subject:

Report of marriage.

Abstract of Contents.

Transmitting a marriage certificate issued to Fred. Benard and Hamamato Sigino.

INDEX BUREAU
JUN 27 1905
FILED

CHIEF CLERK,
JUN - 6 1905
Department of State.

SHAUGHNAL, DELTA, May 10th

James T. Davidson,

Report of marriage.

Transmitting a marriage certificate
issued to Fred. Seward and Hannah
Hughes.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, May 10th , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith marriage certificate issued to Frederick Benard and Hamamato Sigino in accordance with the Consular Regulations.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosure: one marriage certificate.

FORM No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA May 6th 1905

I, James W. Davidson, Vice Consul-General in charge of the United States at Shanghai, China, do hereby certify that, on this Sixth day of May A.D., 1905, at American Consulate in the city of Shanghai, China, Frederick Benard, aged 41 years, born in New York City and now residing in Soochow, and Samantha Sigins, aged 37 years born in Japan, and now residing in Soochow, were United in Marriage before me, and in my presence, by Archdeacon Thompson, who is authorized by the laws of New York State to perform such a ceremony.

In Witness Whereof *I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this* Sixth *day of* May, *A. D.,* 1905, *and of the Independence of the United States the* 129th

James W. Davidson
Vice Consul-General of the United States of America.
in charge

Fee one dollar. To be issued in duplicate.

Bureau of Indexes and Archives.

_____, 190 .

Tel. May 12/05

No. 252

Recd 7 M

TELEGRAM RECEIVED IN CIPHER.

From Shanghai,

May 13, 1905.

Received 7.15 A. M.

Copy to Tsing 29/IV

ASSISTANT SECRETARY,
MAY 25 1905

Secretary of State,

Washington.

Opposition Chinese guilds to exclusion treaty based on a report is current that new treaty excludes merchants, travelers, students. Will you telegraph if they are incorrect?

DAVIDSON

INDEX BUREAU
MAY 31 1905
FILED

ciphered by the Chief Clerk's Office, 9.39 A. M.

INDEX BUREAU
RECD.
JUN 6 1905
DEPT. OF STATE.

CONSUL-GENERAL
JUN
7 1
1905
DEPARTMENT of STATE

4 ASST. SECRETARY.
JUN 7 1905

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, May 13th, 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Law Reports.

Abstract of Contents.

Transmitting reports of cases of U. S. v. Patrick Murphy, U. S. v. B. Dale and an injunction issued against Edward Edwards.

INDEX BUREAU
JUN 16 1905
FILED

CHIEF CLERK.
JUN - 6 1905
Department of State.

James R. Davidson.

Law Reports.

Transmitting reports of cases of
U. S. v. Patrick Murphy, U. S. v.
S. Duty and on injunction issued
against Edward Hines.

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, May 13th , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to transmit herewith reports of the following cases:

U. S. v. Patrick Murphy.

U. S. v. B. Dale.

Restraining order against Edward Edwards.

I have the honor to be,

Sir,

Your obedient servant,

James W Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosures: 3 law reports in duplicate.

SHANGHAI, CHINA, May 20th

Arnold B. Cocoza,

I beg to transmit herewith reports of the
following cases:

U. S. v. Patrick Murphy.

U. S. v. B. Dale.

Restraining order against Edward Edwards.

I have the honor to be,

Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

Y.M.

Enclosures: 3 law reports in duplicate.

AMERICAN CONSULAR COURT.

Shanghai, 8th May.

Before the Hon. J. W. DAVIDSON, Acting Consul General.

DRUNK

Patrick Murphy was charged with being drunk and disorderly in the Broadway at 11.30 p.m. on the 6th inst.

Accused said that he was an Irish American born in New York.

His Honour said he would try the accused as he claimed to be an American citizen, although by his brogue he did not speak like an American, but more like an Irishman, but under the system now in force if a man claimed to be an American he had to be tried by that country's Court.

Indian P.C. No 96 stated that he was on duty in the Broadway at the time in question when he found the accused in a helpless condition on the road way, so he took him to the station and had him locked up.

His Honour said he would dismiss accused on this occasion but if he were brought up again he would be severely dealt with. The best thing accused could do was to get out of town as soon as he could.

Shanghai, 9th May.

RUNNING AMUK.

B. Dale, a coloured boy, belonging to the American schooner El Dorado, was charged with assaulting with intent to do great bodily harm to the persons of F. Redlich and F. Jorgensen on the 5th inst.

Accused pleaded not guilty.

F. Redlich, sworn, said he was the chief mate of the schooner El Dorado. On the day in question at about 4.30 p.m. he was tallying lumber when accused came on board in a quarrelsome manner. He commenced to bother witness who told him to go forward and lie down as he seemed to be intoxicated. He went forward and a few minutes later he came aft again on the starboard side with a knife and tried to go for the second mate. Witness sung out, "look out for the knife." The second mate then went aft and got a revolver and drove the accused forward into the forecastle. Witness then hoisted the police signal. The captain came on board and asked what the trouble was and on being told, he went to the forecastle in company with the second mate and witness. The accused was inside with his hands in his pockets and the captain told him to take them out and he refused, so the captain hit him. Accused then ran out on deck and jumped overboard and was picked up by the police boat. He was then brought on board and locked up. He was shipped in Honolulu and had just come out of gaol. He was quarrelsome while coming over. He deserted the ship here and then came on board again. When he was in the forecastle he was threatening to kill all hands.

By the Court—Accused had a pocket knife in his hands. He was sneaking along the deck in a treacherous manner toward the second mate when witness sang out. Accused then put the knife in his pocket. The captain, second mate and witness went to the forecastle together and the captain told him to take his hands out of his pocket and he refused. The second mate went aft and got a gun and drove accused forward. He went inside and remained there quietly. The second mate had no special trouble with the man, only that he made him work as he was lazy.

F. Jorgenson, sworn, said he was the second mate of the vessel. At about 4 p.m. the 5th inst, accused came on board and said the captain had sent him on board. Witness saw he had been drinking and told him to go forward and lie down. He went forward and told the crew how he had "licked" a native policeman. He then came to where witness who was working on a wood pile near the donkey room and said he was going to kill witness. Witness sent him forward again and shortly afterwards he came out with a knife and the mate sung out to witness. Witness then went aft and got a gun and sent accused to the forecastle. The captain then came along and hit the man as he refused to take his hands out of his pockets. Witness never had trouble with the man before. The man ran out of the forecastle and jumped overboard and the captain started to get in a sampan when the man was picked up by the police boat.

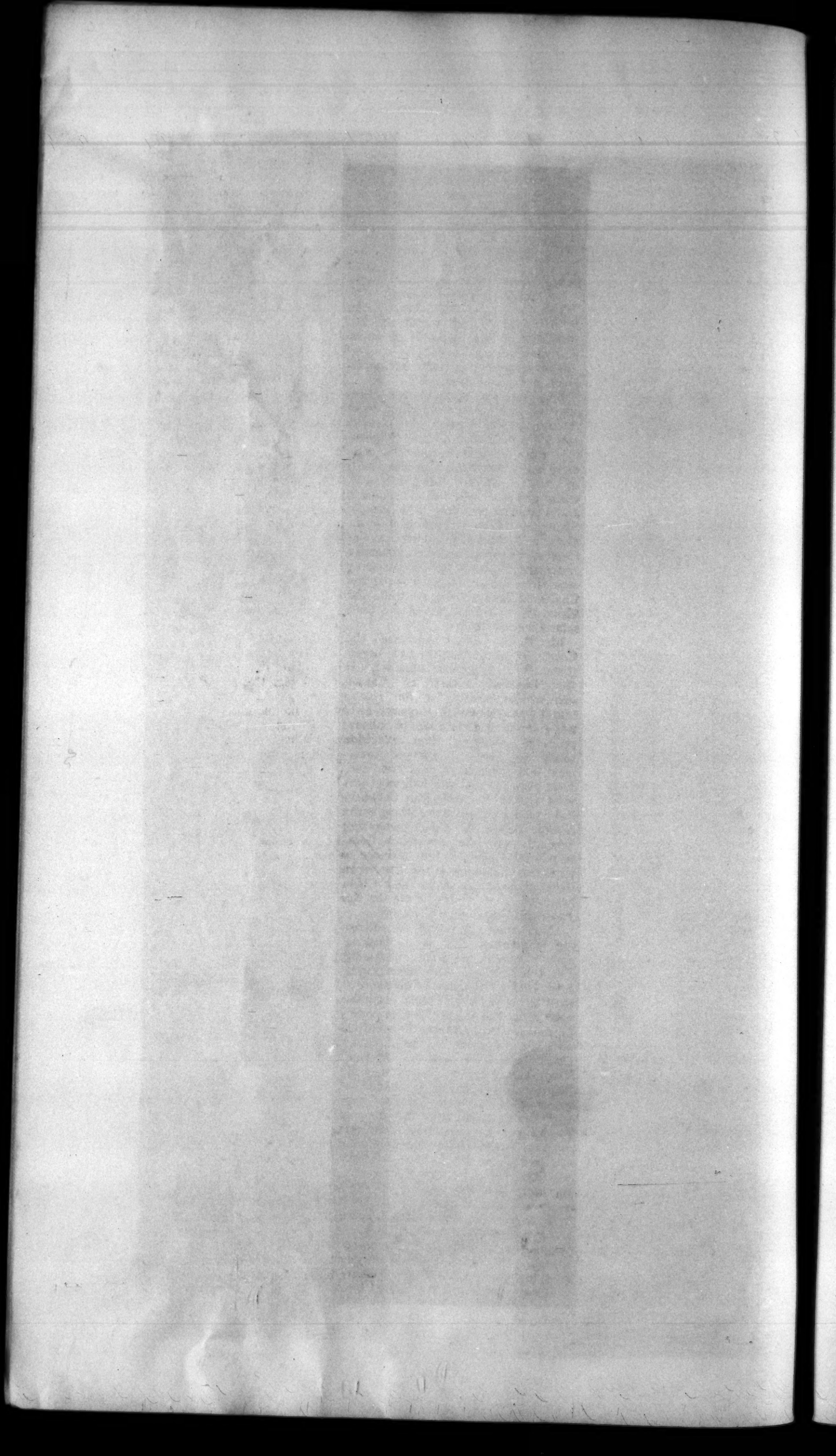
By the Court—It was a jack knife. I don't know what became of it. Accused stowed it away in the forecastle. He came up to me and said he would kill me. I told him to go away. I saw him edging towards me and I hit him. I heard no row in the forecastle.

A. Johnson, sworn, said he was an able seaman on the vessel. Witness was working along with the second mate when accused came on board and knocked a Chinaman down and said "get out of the way." He then went forward. Witness had a shipmate sick in the forecastle and he went to see how he was as accused was swearing that he could be heard all over the ship. Accused said he was going to kill everybody on the ship and witness told him to keep quiet and lie down. He then went on deck and went for the mate and second mate. Accused only had one shoe on when he came on board and he began to search for the missing one, and made a row. Then he got a knife and went on deck and said he would kill some one. The captain came and hit accused because he would not take his hands out of his pocket when told.

Accused, sworn, said he was a native of San Domingo. When the ship arrived here the captain gave him $2 and told him that he did not want to see him again. Later on he met the captain who told him to go back on board which he did at about 5 p.m. Friday. When he got on board the second mate hit him with a piece of wood and asked him why he had come on board. He told the second mate that the captain had told him to came back. The second mate then hit him again. When he was hit he said he would see the Consul about it. When the captain came on board the mate told him what had happened and they all went forward and the captain gave witness $1 and told him not to see the Consul and if he said anything about it he would get his head broke. Witness had a lot of blood on his clothes then. The second mate got a revolver and said he would shoot witness and he got afraid and jumped overboard.

By the Court—I had no knife, I did not fight with anybody. The second mate got a gun and wanted to shoot and I was afraid and jumped overboard. The captain came on board and hit me and then gave me a dollar not to say anything. I was in gaol in Honolulu for eight days for getting drunk.

His Honour said that accused was found guilty of creating a disturbance on board the ship and would be imprisoned in the Consular gaol until the ship was ready for sea. Then he would be put on board and kept in irons until she was under weigh, then to be released and put to work at his regular duties. The cost of Court to be deducted from his wages.



AMERICAN CONSULAR COURT.

Shanghai, 9th May.

Before the Hon. J. W. DAVIDSON,
Acting Consul-General.

IN THE MATTER OF AN INJUNCTION ISSUED AGAINST EDWARD EDWARDS.

This was a motion made by Mr. E. H. Lamme, on behalf of Mr. Edwards, for the dismissal of an injunction made against him.

The statement of facts re the injunction was as follows:—

The American Commercial Company was a corporation organised under the laws of the District of Columbia and doing business in China. Proceedings were brought against the company in the American Consular Court at Canton. Edward Edwards was an officer and shareholder of the company and a resident for some time past in Shanghai. Under instructions from the Consular Court at Canton, the Consular Court at Shanghai issued an injunction restraining Edwards from withdrawing monies on deposit in his name at the Chartered Bank of India, Australia and China and to await action of the Consular Court at Canton.

Mr. E. H. Lamme addressed the Court at great length and urged that the judgment obtained in the Consular Court at Canton was of no validity for the reason that it was conditional, inasmuch as it was given for a certain sum of money, providing however that execution would not issue if certain investment certificates were paid when due. Even provided that the judgment was valid against the American Commercial Company there was nothing in the records before the Court connecting Edwards with the American Commercial Company, or any evidence to show that the money in the Chartered Bank of India, Australia and China belonged or ever did belong to the American Commercial Company.

His Honour delivered the following judgment—This is a hearing upon a motion or order restraining Edward Edwards from withdrawing funds held upon deposit in his name in the Chartered Bank of India, Australia and China. The object of the temporary injunction was to preserve the statu quo until the judgment of the Consular Court at Canton could be received. This Court is now in possession of the judgment but as it is conditional inasmuch as execution does not issue until thirty weeks from the date of purchase of an investment certificate from the American Commercial Company, and furthermore as the judgment is against the American Commercial Company and not against Edwards personally and as there is no evidence before this Court to show that this money could be applied to pay a judgment against the said Commercial Company this Court does not feel justified in refusing a motion to dismiss.

Motion granted by the Court.

DEPT. OF STATE RECD JUN 23 1905

CONSULAR BUREAU. JUN 24 1905 DEPARTMENT OF STATE

3rd ASST. SECRETARY. JUN 24 1905

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, May 18th, 1905.

CONSULAR BUREAU. NOTED.

Mr. James W. Davidson,

To the Department of State.

Subject:

Marriage

Ans by form June 27/05

Abstract of Contents.

Transmitting marriage certificate issued to Geo. W. Missemer and Gertride Daley.

INDEX BUREAU JUN 28 1905 FILED

CHIEF CLERK, JUN 24 1905 Department of State.

SHANGHAI, CHINA, May 19th 9

James W. Davidson.

Marriage

Terminating marriage
issued to Geo. W.
Gertrude Daly.

No. 1

Consulate-General of the United States,

SHANGHAI, CHINA? May 18th , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith a marriage certificate issued to George W. Missemer and Gertrude Daley in accordance with the Consular Regulations.

I am, Sir,

Your obedient servant,

VICE CONSUL GENERAL IN CHARGE.

Y.W.

Enclosure: 1 marriage certificate.

I have the honor to transmit herewith a marriage certificate issued to George S. Minaker and Gertrude Daley in accordance with the Consular Regulations.

I am, Sir,

Your obedient servant,

Vice Consul Charged de Affaires.

T.M.

Enclosure: 1 marriage certificate.

FORM No. 87.

CERTIFICATE OF MARRIAGE

CONSULAR BUREAU. NOTED.

Consular Office of the United States of America

SHANGHAI, CHINA May 17th 1905

I, H. Carter Boyd, Deputy Consul-General of the United States at Shanghai, China, do hereby certify that, on this Seventeenth day of May A. D., 1905, at St. Joseph's Church in the city of Shanghai, China, George H. Messmer, aged 27 years, born in Mount Joy, Pa and now residing in Shanghai, China, and Gertrude Daly, aged 26 years born in New York City, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. M. Kennelly SJ, who is authorized by the laws of the Catholic Church to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this 17th day of May, A. D., 1905, and of the Independence of the United States the 129th.

[L. S.]

H. C. Boyd

Deputy Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU.

TELEGRAM RECEIVED.

3rd ASST. SECRETARY.
MAY 19 1905

MAY 19 1905
DEPARTMENT OF STATE

CB.H.KQ. 8 U.S.C. *From* Shanghai,

(Received 12:30 a.m., May 19, 1905.)

SECSTATE,

Washington.

Barchet leaves Shanghai June sixteenth.

Davidson.

Copy to Navy 20/5

INDEX BUREAU
MAY 20 1905
FILED

DEPARTMENT OF STATE
MAY 19 8 56 AM 190
CHIEF CLERK'S OFFICE

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D

RECEIVED JUN 23 1905 DIVISION OF RECORDS
CONSULAR BUREAU JUN 24 1905 DEPARTMENT OF STATE
1ST ASST. SECRETARY JUN 24 1905

No. 1

Consulate-General of the United States,

SHANGHAI, CHINA, May 25th, 1905.

Mr. James W. Davidson,

To the Department of State.

Subject:

Court cases.

Abstract of Contents.

Transmitting account of Police cases against P. Cunningham and P. Murphy and that of case of Dickinson, Jones & Co. v. L. C. Passano.

INDEX BUREAU JUN 28 1905 FILED

CHIEF CLERK, JUN 24 1905 Department of State.

SHANGHAI, CHINA, May 6th.

James R. Davidson,

Court cases.

Transmitting account of Police cases against T. Cunningham and T. Murphy and that of case of Dickinson, Jones & Co. v. U. S. Passers.

No. 1

Consulate-General of the United States,

SHANGHAI, CHINA, May 25th 1905., 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith (in duplicate) account of the Police cases against P. Cunningham and Peter Murphy and also that of Dickinson, Jones & Co. v. L. C. Passano.

I am, Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

ENCLOSURES; as above stated.

AMERICAN CONSULAR COURT.

Shanghai, 15th May.

Before the Hon. J. W. DAVIDSON, Acting Consul General.

DRUNK.

P. Cunningham, marine, U. S. S. Raleigh, was charged with being drunk and disorderly in the Yangtzepoo Road at 6.15 p.m. the 13th inst.

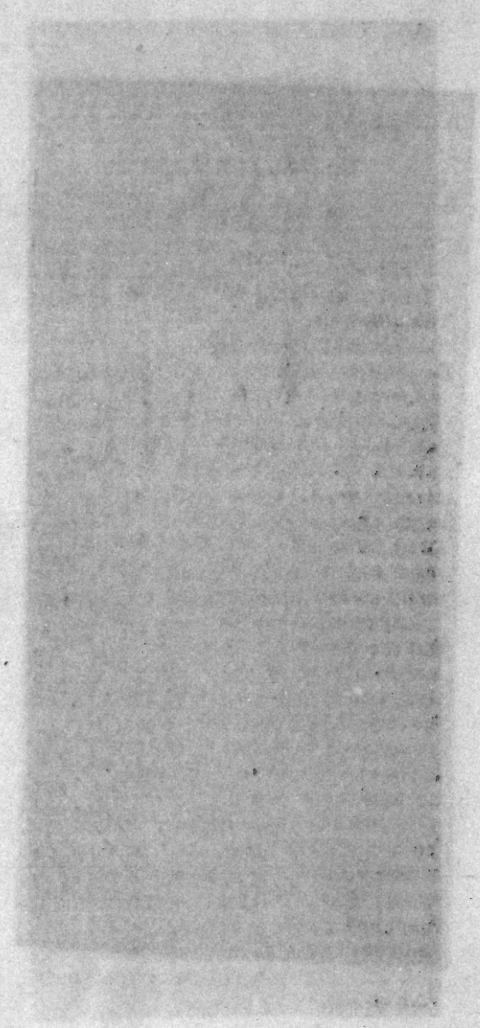
Accused pleaded guilty.

Indian P. C. No 188. cautioned said that at about the time mentioned he saw the accused, who had made some trouble in a native house, trying to hit the occupants and they all ran away. Accused then came out in the road and witness arrested him and took him to the station.

Inspector Aiers said that a native woman came to the station when accused was arrested, but she said that she did not care to come to the Consulate to prosecute.

Accused said he came ashore on leave on Saturday. His leave expired at 7.30 a.m. yesterday, but he was arrested on Saturday night and was unable to go on board.

His Honour said that accused would be fined $20 Mexican and costs of Court and the costs of being put on board his ship.



AMERICAN CONSULAR COURT.

Shanghai, 18th May.

Before the Hon. J. W. DAVIDSON,
Acting Consul-General.

AMATEUR PHOTOGRAPHER.

Peter Murphy, unemployed, was charged with being drunk and disorderly at 6.20 p.m., the 17th inst., in Broadway.

Accused pleaded guilty.

Inspector Bourke stated that at the time mentioned accused was in a drunken condition in Broadway. He was creating a disturbance by throwing stones at the Chinese, of whom a large crowd congregated and the traffic was thus interfered with. Accused also punched the crown off his straw hat and amused himself by taking snap shots of the Chinese. Constable Reagan came on the scene and arrested the accused. Witness would also mention that accused was before the Court on the 7th inst. on which occasion he was discharged with a caution.

Accused, in answer to the Court, said he would like to be free again so that he could get a ship to go to sea. He got drunk on money which he had received from a friend who had been a shipmate of his. He had no money now.

His Honour said that accused would be imprisoned in the Consular gaol until such time as he could be shipped, provided the term did not extend over two weeks.

AMERICAN CONSULAR COURT.

Shanghai, 3rd May.
Before the Hon. J. W. Davidson,
Acting Consul-General.

DICKINSON AND JONES V. L. C. BASSANO.

This was a suit to recover the sum of Tls. 3,218.95 on a promissory note which read as follows:—

Shanghai, 14th March, 1905.

For value received I promise to pay Dickinson Jones & Co. of Shanghai the sum of Tls. 3,218.95 mexican with interest thereon at the rate of 9/12 per month from date until paid in the following manner, that is to say, in monthly payments of $100 mexican. The first of said payments to be made on the 1st April and then on the 1st of each month until principal and interest are paid and satisfied. And I agree to that, if any of the said payments is not paid when due, the whole of said principal sum then remaining unpaid together with the interest that shall have accrued thereon shall forthwith become due and payable at the election of the holder of this note. And in case of non-payment of said principal sum together with interest thereon when due, I hereby appoint Mr. W. B. O. Middleton, his heirs or assigns, my attorney irrevocable with power of substitution, with power to confess judgment in any Court having jurisdiction against me.

And I further agree that in case judgment is entered against me that I will pay the sum of $100 mexican as attorney's fees.

(Signed) L. C. Bassano.

Chas. Englebracht. Witness.

The following letter was also read:—

Shanghai, 16th March, 1905.

Dickinson Jones & Co., Present.

Sirs,—I beg to enclose herewith a judgment note for the amount of the award against Mr. Bassano. In case of his failure to pay the amount as therein stipulated, Mr. Middleton can confess judgment for the amount due and process can issue from the American Consular Court against the property of Mr. Bassano.

The goods in Tientsin must be sold and the proceeds credited to Mr. Bassano on the note. Before selling, you will please notify him and give him a chance to sell or obtain such price as he can. In case he finds a purchaser I think it right that any agent's commission he may have to pay should be deducted from the amount obtained.

I am, yours respectfully,
J. W. Davidson,
Vice-Consul General.

Defendant, sworn, stated that the first payment under the note was to have been made on the 1st April, but he was unable to do so. He was interested in a new company called the American Asiatic Company. He was in partnership with one Winklebach. The story got about that he owed money and was unable to raise funds. Winklebach then took away a lot of office fittings etc., belonging to witness. Witness was formerly connected with the Shanghai Mercantile Company at No. 5, Bund. But this concern had now gone out of existence. All the office fittings belonged to witness and were worth about Tls. 900. Witness was living at the Metropole Hotel. After Winklebach joined his firm some more furniture were added to the office fittings. Witness could not say whether this furniture had been paid for or not. Witness handed this furniture over to the new Company which was to pay him for it, but they had not yet done so. Witness figured on getting this money to settle up with the plaintiffs. The firm had no funds, but had a compradore who advanced up to $1,000. He severed his connection with the Eastern Construction and Engineering Company about the 1st March. Witness's earnings were practically nil. Some profit was made on a contract with the Hotel Metropole. He had not got any other business since and had no private income of his own. He was trying to do some brokerage business among the Chinese. He was now living in Tiendong Road in a furnished house. He would not like to say from whom this furniture was hired.

By Mr. Middleton—I was to be paid by the Eastern Construction Company for the goods which I handed over to them, but later on Winklebach refused to pay or hand back the furniture. The business now being done by the company will recompense me, as my interest in the firm is still subsisting. I have been trying to get some money to pay the plaintiffs in reduction of their claim.

At this stage the Court adjourned till Thursday at 10 a.m. to enable defendant to produce accounts of monies owing by him and due to him.

AMERICAN CONSULAR COURT.

Shanghai, 4th May.

Before the Hon. J.W. DAVIDSON, Acting Consul-General.

DICKINSON AND JONES V. BASSANO.

This suit, adjourned from yesterday, was again before the Court this morning.

Defendant, examined, produced documents showing sums for which he was indebted to Winklebach amounting to $747.70. He had turned over to Winklebach, office furniture etc, to the value of $217.17. He considered himself entitled to some of the earnings of the company

His Honour, addressing Mr. Middleton, said that the arbitration award stated that the actual loss by Dickinson and Jones in the brandy transaction, which included coolie hire etc, was $3218.95. This cargo according to the award was to be held to the credit of the Shanghai Mercantile Company on condition that they paid the amount of $3,218.95 which the arbitrator awarded. The Shanghai Mercantile Company was to pay the amount within 10 days from 15th February 1905. Had they made this payment?

Mr. Middleton replied that they had not.

His Honour said the note was signed by Mr. Bassano by which he undertook to make first payment on the 1st April. Was this done?

Mr. Middleton again replied in the negative.

His Honour.—On Mr. Middleton's representation that nothing had been paid he obtained permission of the Court to sell the Brandy on his own account.

Mr. Middleton said that this was done, but there was storage and other charges to be deducted.

His Honour said that the order of the Court was that such proceeds as were obtained for the sale of the stuff be allowed to Dickinson and Jones and be applied to the account of L. C. Bassano whose indebtedness is proved in this Court.

His Honour suggested that the best thing Mr. Middleton could do would be to await the return of Mr. Winklebach and for Mr. Bassano to recover money owing to him.

Mr. Middleton agreed and further proceedings were remanded till the return of Mr Winklebach.

AMERICAN CONSULAR COURT.

Shanghai, 22nd May.

Before the Hon. J. W. Davidson,
Acting Consul-General.

DICKINSON AND JONES V. L. C. PASSANO.

This was a further hearing of the above case which was remanded from the 3rd inst., owing to the absence from Shanghai of J. W. Winkleback.

His Honour said that at the last hearing Passano had stated that Winkleback owed him money for furniture which defendant had handed over. Also that he was entitled to certain profits that might be made by the Eastern Construction and Engineering Co.

L. C. Passano, sworn, gave the same evidence in the main as that given at the last hearing. He said that he withdrew officially from the company, so that the company could get a compradore to back them. The compradore for some reason or other refused to have anything to do with the company while witness was connected with it. When he withdrew it was understood that he would still share the profits on certain works which were considerable, both at Chefoo and elsewhere. Witness was to share with Winkleback one third of the profits. He did not know whether the works had all been completed or not. He could not say for certain whether any money had been paid the firm, but he believed it had. Witness took part in securing the contracts as he was secretary of the company. Some of the work was promised to witness personally. Witness withdrew from the company on the understanding that Winkleback would pay witness's hotel bill at the Metropole. This was done, and witness turned the office furniture and an American buggy over to Winkleback. The total amount was $840.00. The profits of the Chefoo job were estimated to be about $80,000. When he left the company he was still partner with Winkleback. There was no understanding that Winkleback was to pay the hotel bills. When Winkleback joined the company he had no money, but witness had a compradore who advanced witness any amount of money. Witness gave Biddle of the Metropole a cheque for $525.00, but told him not to present it at the time as it was an overdraft and witness was going to open a new account with another Bank. Later on $1,000 was deposited by Winkleback which witness thought would cover all the bills. Winkleback paid bills for witness to the amount of $840, and took him in as a partner. Witness guaranteed his bill at the hotel and when witness left the company Winkleback guaranteed witness's bill at the hotel. Witness had no property at present beyond his personal effects. He thought he would do very well now as he was doing some business with some Chinese. He was doing a cargo brokerage business.

J. W. Winkleback, sworn, said that the statements in the main made by the defendant were nothing but a tissue of lies.

His Honour told witness that he had better modify his statements.

Witness continuing, said that he came from Hongkong and Passano appeared to be doing very well so witness went in with him. The Hotel Metropole were thinking about building new premises and witness, with Passano to finance the undertaking, agreed to do the building. This was the only agreement there was. Another contract with Passano was annulled before Passano left the company. There was a clause in the contract requiring three months notice to be given of withdrawal but on this occasion this was not given. The contract had since been destroyed. Biddle said he would have nothing to do with Passano. Passano had no money although he told Biddle that he had $1,000 and Biddle was under that impression for three weeks. When he found out that Passano had no money he threatened to make trouble about the cheque for $525, which Passano had given him. The Eastern Construction and Engineering Company was now out of existence. Passano withdrew from the company voluntarily when he was told of the objections to him. The buggy that was mentioned witness had a bill of sale for from Passano. The furniture had not yet been paid for and numerous people had been after it. Witness had paid out for Passano 95 taels for back office rent, 40 taels to a bicycle firm for buggy wheels, $235.05, to the Hotel Metropole, another bill of $333.65. and a board bill of $250.00. Witness also took up a cheque of $525.00. In addition to this Passano collected from the California Hotel about $100 which he used. Witness paid these bills so that the firm would not lose their prestige with the Metropole as they were tendering for the work. If Mafel would take the furniture mentioned there would be two desks and an office chair left.

Mr. C.R. Holcomb said that about the funiture, he represented Mafel and when he went to have a look at it the landord of the office had it locked up and would not allow it to be taken out, as it was being held for back rent. The amount owing to Mafel was about $200. The rent for the offices was owed by both Passano and Winkleback. Mafel claimed that he only sent the furniture on approval and he had not yet been paid for it, and Counsel did not see why Mafel should lose on the transaction.

His Honour said that L.C. Passano withdrew from the Eastern Construction and Engineering Co. voluntarily and J. W. Winkleback the principal in the firm mentioned testified that he had had an account of the said Passano of a sum exceeding $1,500, and that the furniture was taken over by him from the said Passano, had been partly paid for. Whereas the said Winkleback had produced a bill of sale signed by the said Passano for the entire furniture taken over. The Court therefore does not believe that the said Passano had any claim against the said Winkleback or the Eastern Construction and Engineering Co. The judgment was taken against the said Passano by the plaintiff for the amount of taels 3.218.95 with interest and this judgment will stand until the said Passano can satisfy it.

Mafel's claim as presented by Mr. Holcomb cannot be considered in connection with this hearing.

Mr. Holcomb said that he did not present a claim at this stage, he only wanted to show how the furniture had been secured, and by right it ought to be returned to Mafel.

The Court then adjourned.

No. 282

INDEX BUREAU
RECD
MAY 26 '05
DEPT. OF STATE

TELEGRAM RECEIVED IN CIPHER.

From SHANGHAI,

Received May 26, 1905,

4:40 a. m.

ASSISTANT SECRETARY,
MAY 31 1905

Copy of June 1/05

Secretary of State,

Washington.

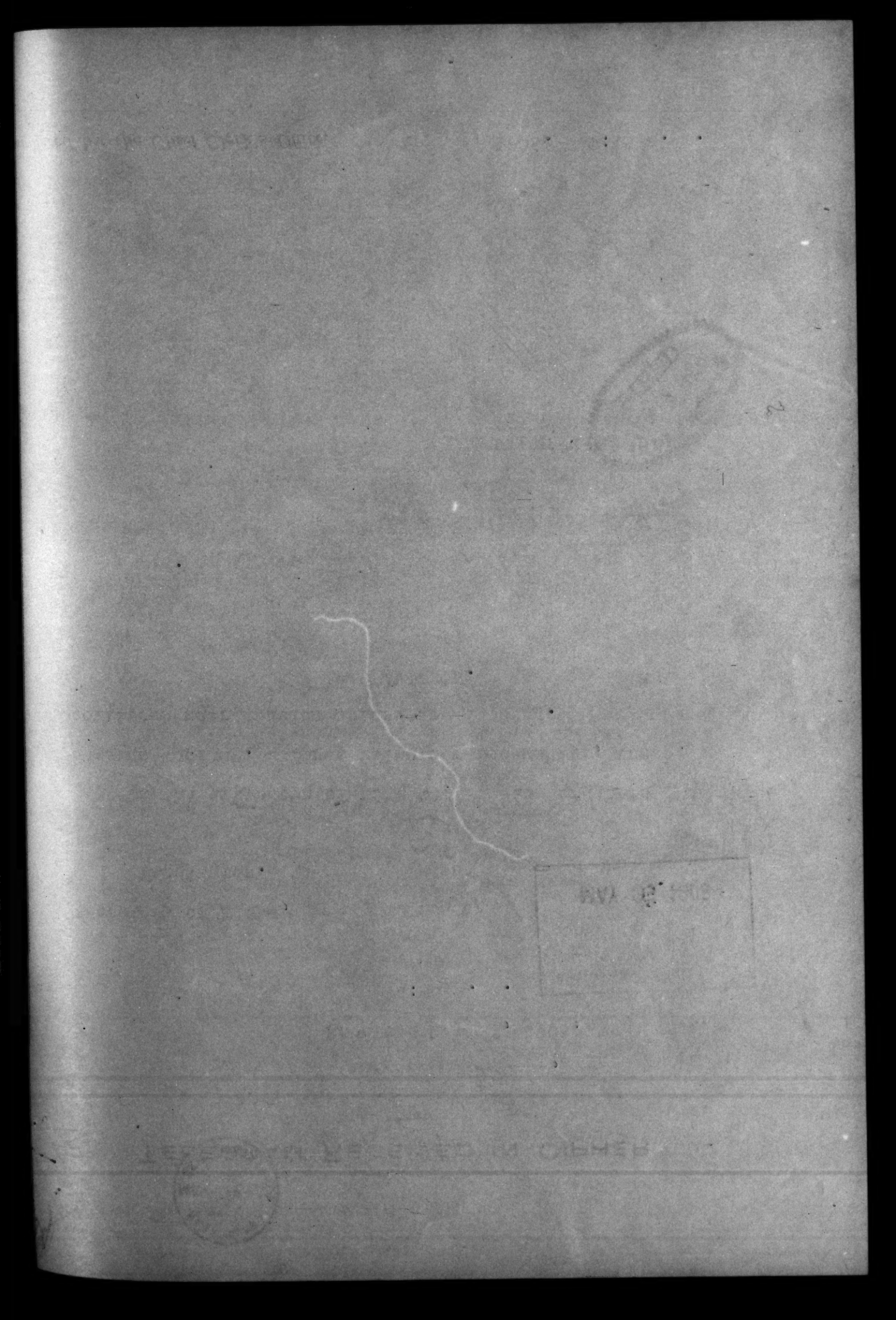
On the afternoon of 25th two Russian cruisers outside Woosung. Three volunteer steamships, three colliers under Russian colors now Woosung.

DAVIDSON.

DEPARTMENT OF STATE
MAY 26 9 38 AM 190
CHIEF CLERK'S OFFICE

INDEX BUREAU
JUN 2 1905
FILED

Deciphered by the Chief Clerk's Office, May 26, 1905. 9:15 a. m.



No. 282.

TELEGRAM RECEIVED IN CIPHER.

CONSULAR BUREAU
MAY
31
1905
DEPARTMENT OF STATE

INDEX BUREAU
RECD.
MAY 27 '05
DEPT. OF STATE.

From Shanghai, May 27, 1905.

Received 2:10 a.m.

ASSISTANT SECRETARY
MAY 31 1905

Secretary of State,

Washington.

Over twenty-one Russian vessels, ~~including three~~ battle ships, three cruisers, anchored Saddle Islands.

DAVIDSON.

CHIEF CLERK,
MAY 31 1905
Department of State.

INDEX BUREAU
JUN 2 1905
FILED

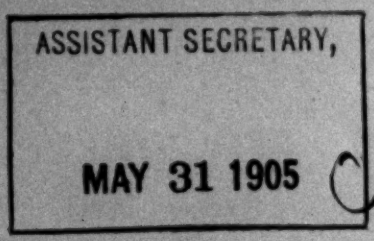
Ciphered by the Chief Clerk's Office,

No. 282.

TELEGRAM RECEIVED IN CIPHER.

From Shanghai, May 27, 1905.

(Received 3.10 P.M.)

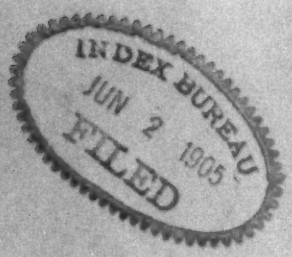


Secretary of State,

Washington:

Russian squadron departed today. Sixteen vessels are still Wooseng ignoring Chinese Government protest.

DAVIDSON.



Deciphered by the Chief Clerk's Office,

CONSULAR BUREAU
JUN
26
1905
DEPARTMENT of STATE

3rd ASST. SECRETARY
JUN 26 1905

No. 678

Consulate-General of the United States,

SHANGHAI, CHINA, May 29th , 1905

Mr. James W. Davidson,

To the Department of State.

Subject:

Handing over charge.

Abstract of Contents.

Informs the Department that he had on the 29th May handed over charge of the American Consulate General to Hon. James L. Rodgers.

INDEX BUREAU
JUN 29 1905
FILED

CHIEF CLERK,
JUN 26 1905
Department of State.

No. 678

Consulate-General of the United States,

SHANGHAI, CHINA, May 29th 1905 190 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that I have this day handed over charge of this Consulate General to Hon. James L. Rodgers, Consul General.

I have the honor to be,

Sir,

Your obedient servant,

James W. Davidson

VICE CONSUL GENERAL IN CHARGE.

Y.W.

CONSULAR BUREAU
JUL 19 1905
DEPARTMENT OF STATE

INDEX BUREAU
RECD
JUL 15 '05
DEPT OF STATE

DEP'T OF STATE
JUL 19 1905
2ND ASST SECRETARY

CONSULAR BUREAU
Ack + file.
ABL

No. 678.

Consulate-General of the United States,

SHANGHAI, CHINA, May 27th, 1905.

File

Mr. James W. Davidson, Vice Consul General In Charge.

To the Department of State.

Acknd by
Telegram
July 1/05.

Department of State.
JUL 19 1905
CHIEF CLERK,

Subject:

Baltic Fleet at Woosung.

INDEX BUREAU
JUL 25 1905
FILED

Abstract of Contents.

Confirms telegram informing the Department of the arrival at the Saddles of the Baltic Fleet. Also informs that the Taotai has ordered the 6 Russian vessels in harbor to depart. Twenty four hours given to Russians to depart expired at 8 p.m. 26th May. and said vessels are still in harbour. States that Consul General Rodgers will take charge on Monday and he will keep the Department fully informed regarding this matter. Encloses 3 local comments on the subject.

James W. Davidson, Vice [illegible] General in charge.

Baltic fleet at Toamru.

Confirms telegram informing the Department of the arrival at the Gaadfan of the Baltic fleet. Also informs that the Consul has ordered the 6 Russian vessels in harbor to depart. Twenty four hours given to Russians to depart expired at 5 p.m. 26th May.and said vessels are still in harbor. States that Consul General Rodgers will take charge on 31st and he will keep the Department fully informed regarding this matter. Encloses 3 local newspapers on the subject.

No. 676.

Consulate-General of the United States,

SHANGHAI, CHINA, May 27th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm my telegram relative to the Baltic fleet as follows:

Shanghai, May 27th 1905.
"Secretary of State, Washington,
"Over twenty one Russian vessels
"including three Battle ships three cruisers
"anchored Saddle Islands. Davidson."

There have been reports of an engagement near the Saddles but I hesitated to wire them to the Department as they were not confirmed by well informed parties. The presence of a Russian Squadron at the Saddles is however correct. (The Saddle Islands are sixty miles east of Woosung). Eye-witnesses vary as to the number of vessels - some report as high as twenty eight and the lowest seventeen. I have wired to the Legation as I understand by the new order the Legation is to be kept fully informed.

The Japanese Consul General has demanded that Chinese instruct the six Russian vessels which are at anchor off Woosung to depart or dismantle. The Taotai has complied and the twenty four hours which were given the Russians to depart expired last night at 8 o'clock. This morning at ten the Russian vessels were still in harbour and no steps had been taken to carry out the Taotai's demands.

Mr. Rodgers will take charge on Monday and he will keep

will keep the Department well informed in regard to this matter.

I am enclosing herewith a set of local press comments.

I ahve the honor to be,

Sir,

Your obedient servant,

James Woods

VICE CONSUL GENERAL IN CHARGE.

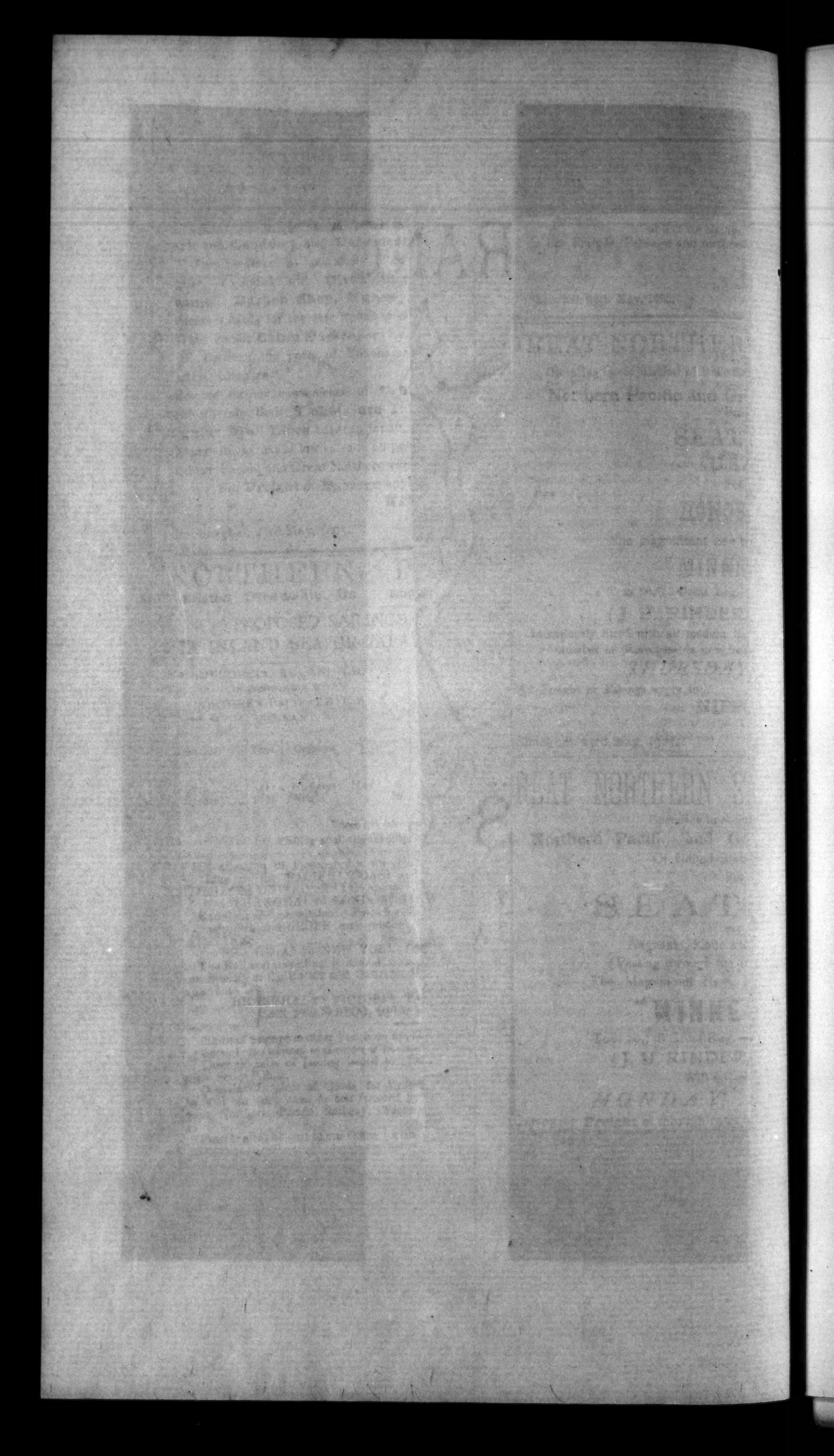
Y.W.
Enclosures: Newspaper clippings as above stated.

The Shanghai Mercury.
Established 1879.

FRIDAY, MAY 26 1905

The Russian Cruisers at Woosung.

THE appearance of Russian cruisers and transports off Woosung has come as a surprise to Shanghai and brought a sudden change over the naval situation. So far it is impossible to ascertain whether the main body of the Russian fleet is in the vicinity or if the vessels which have thrown Shanghai into a state of excitement are merely on a scouting expedition. The latter hypothesis seems the most probable, for it is to be noted that no reports have come to hand of the Russian fleet having been sighted anywhere between Saigon and Shanghai, and it is extremely unlikely that the whole fleet could have been in such frequented waters for several days without having been reported by some steamer. On the other hand, the Volunteer cruisers which comprise the part of the squadron still at Woosung are by no means fast or new boats, for according to BRASSEY'S Naval Annual, the Vladimir is a vessel of 10,500 tons, 3,200 indicated horse power, speed 12 knots, and built in 1895; the Voronej is a sister-ship while the Yaroslav has 8,640 tons displacement, 2,500 horse power, her speed being 12½ knots and she was built in 1893. The two cruisers, one of which was three funnelled, and are stated to be the Dnieper and Rion which are reported to have sailed in a north-easterly direction, are fast boats and the colliers may be simply their tenders. One fact seems to be indicated by the presence of the Russian warships off Woosung and that is that the Russian Admiral has definitely ascertained that the main portion of the Japanese fleet has not got its headquarters at Formosa. Indeed, had there been a squadron of Japanese vessels of any strength in the Formosan channel it is difficult to see how it would have been possible for seven or eight large Russian steamers to have got through. It is almost certain therefore that the news we published on the 28th April and again on 23rd May that Admiral TOGO with almost the whole of his fleet was anchored in Masampo Harbour is authentic. And the Russian secret service has undoubtedly been able to confirm that news. Information as to the whereabouts of the main Russian fleet has been contradictory for some time. The impression prevails that Admiral ROZHDIESTVENSKY is still loitering in the vicinity of Annam or Hainan, although the fact that Russian transports have been sighted in the Bashi channel might be taken as a proof that the fleet had slipped through into the Pacific. Assuming that hypothesis to be correct, the object of the presence here of six colliers is not particularly obvious. It may be that the intention is to put the Japanese on a false scent, and send Admiral TOGO away south on a fool's errand, while the Russian fleet is quietly making its way to Vladivostock by way of the Pacific, unmolested. As, however, the effect of the appearance of the Russian vessels will likely be to make the Japanese Admiral more wary it is likely that he will decline to be drawn away from his base in the meantime. Until Admiral TOGO has definitely ascertained the whereabouts and intentions of Admiral ROZHDIESTVENSKY the Japanese fleet is unlikely to leave Japanese and Korean waters, where they have the option of sailing either north or south as it may be found desirable. At Masampo Admiral TOGO is in a position to oppose the entry of the Baltic Fleet into Vladivostock either from the Pacific by the Tsugaru Straits or from the China Sea by the Korean Straits. Therefore we should think it is certain that, even if the main Russian fleet should really be in the China sea between here and Hongkong, as rumour says, the Japanese Admiral will not come south to meet it, but will await their approach into Japanese waters. As two of the



fact according to one of the officers, the men have had time for little else during the last few days. Nevertheless, though grimy with coal dust and far from presenting the most clean ly appearance, they seem quite cheerful and happy. The approach of a sailing boat or any other craft causes great excitement, the men swarming to the sides and heads popping out of port holes to have a glance at the occupants. There is a continual round of signalling among the transports. Each vessel carries four pontoons, two on each side for the purpose of discharging coal at sea. The pontoons are small, capable of holding some twenty tons of coal and are swung on davits. By these means, they were able to discharge on an average 100 tons of coal daily.

Two armoured cruisers, the Petersburg, a three funnelled vessel and Smolensk, a two funnelled vessel convoyed the transports to Bell Buoy where they arrived at 2.30 o'clock yesterday afternoon and there dropped anchor for a few minutes until the arrival of three pilots from Shanghai who each took charge of two vessels and steered for Woosung, arriving there at about 10 o'clock last night. As soon as the vessels were under way, the cruisers left Bell Buoy and steered in a direction north and east. It is understood that their destination together with the fleet from which they were detached, is Korea Strait where they expect to arrive in about two days.

Great activity prevailed all day at Woosung forts and two Chinese men-of-war are anchored outside; there were no other men-of-war to be seen.

THE RUSSIAN TRANSPORTS.

The British steamer Benvorlich arrived here from Japanese Ports this morning and reports sighting at 5.30 p.m. the 25th inst. two Russian cruisers steering Eastward at full speed. One of the cruisers had four funnels and the other two funnels. On arriving at Woosung seven transports and colliers were seen at anchor outside the Spit Buoy. The names as far as could be made out were the Vladimir, Voronej, Yaroslav, Sevonia, Meteor and Euronia; there was one more vessel but the name could not be made out.

The steamer Indrapura arrived here to-day from Moji and from enquiries we learn that she sighted a large four funnelled Russian cruiser yesterday, steering in an Easterly direction.

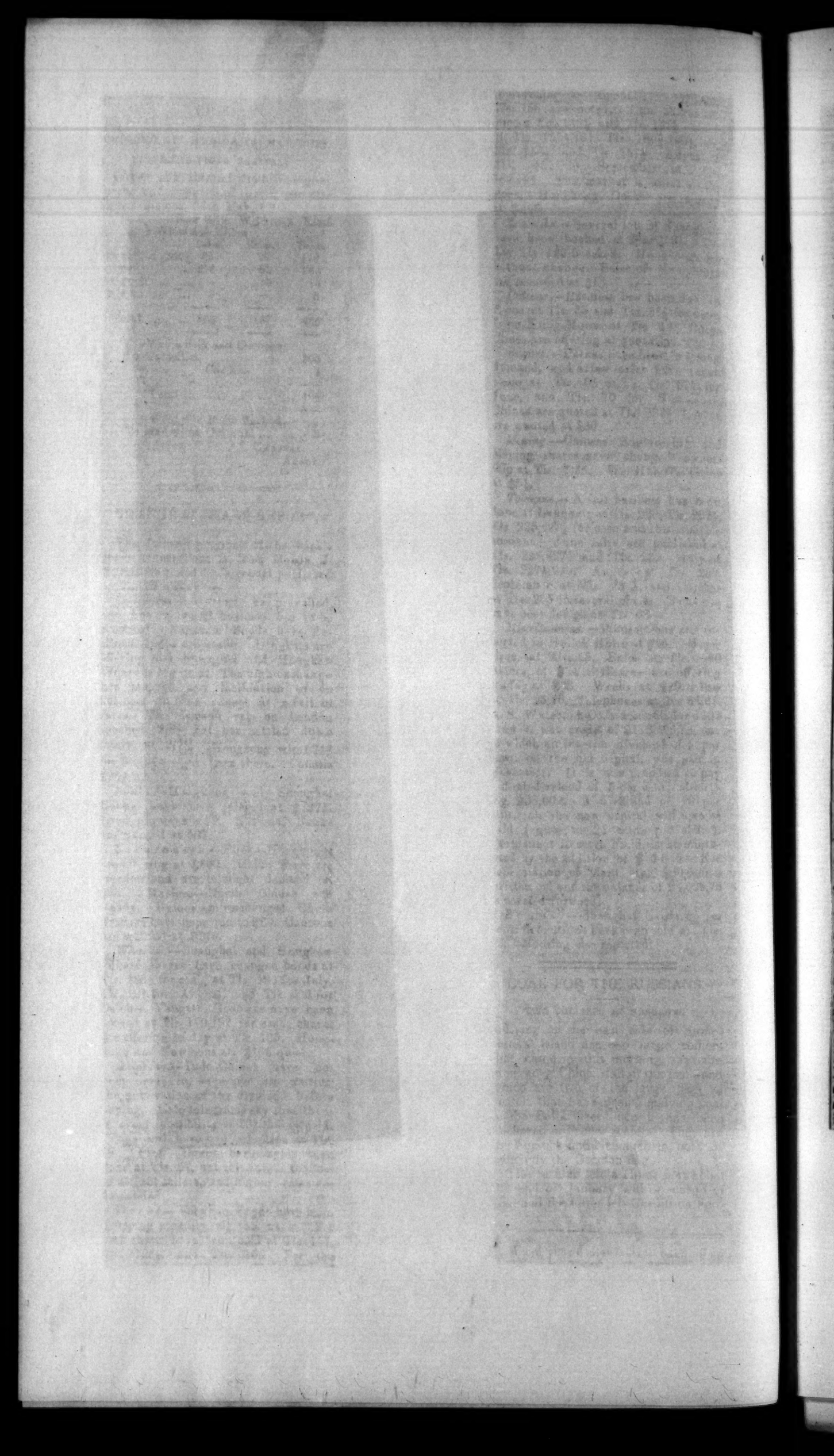
The seven vessels now at anchor outside the Spit Buoy arrived outside yesterday evening being escorted by two cruisers, which stood by their convoy until they had secured pilots; after which the cruisers steamed away at full speed and were soon lost to sight in the darkness. The transports after securing pilots were taken to their anchorage and the last one was moored at about eight o'clock last night.

cruisers, understood to be fast converted German liners which at one time made themselves objectionable by their exploits in holding up and seizing mail steamers in European waters, left Woosung in a north easterly direction shortly after their arrival, it is not unlikely that their object is to prey upon merchant steamers, especially those flying the Japanese flag It is not improbable that some of the Japanese transports bound for Port Arthur or Newchwang may fall victims to these prowlers, but the arrival of the Benvorlich from Japan safely proves that they are not so much interested in ordinary merchant shipping. Taking everything into consideration, it is most probable that the main Russian fleet has not passed through the Bashi channel into the Pacific, but is approaching these waters by the ordinary route, and that the two cruisers and six colliers which put in to Woosung yesterday have been sent in advance on a scouting expedition. If that is so, and the cruisers are successful in their mission in obtaining intelligence of the Japanese fleet, we shall probably have them back here in the course of a day or two while a week later we may expect to have a visit from Admiral ROZHDIESTVENSKY himself. If our surmise is correct the great and decisive naval battle will be fought within the next fortnight practically within sound of Shanghai.

RUSSIAN TRANSPORTS AT WOOSUNG.

Speculation may now be laid at rest as to whether the Russian fleet under Admiral Rodjestvensky proceeded north or south after leaving Honkohe Bay, for the evidence to-day at Woosung in the form of six Russian transports fully testifies to the fact that the Russian Admiral has certainly not retr ced his steps. Ineeed it is stated on authentic report emanating from the fleet itself that the Admiral is in good spirits. The report of his indisposition is ridiculed.

The transports referred to consist of three vessels of the Russian Volunteer fleet:—Yaraslov, 2219 tons register, commanded by Captain O. Kadloff who is also the senior Russian officer now at Woosung; Vladimar commanded by Captain H. Borsswosny; Linovia, 3291 tons register, commanded by Captain P. Oranoisny; and three other transports:—Meteor, Koronia and Silvonia. This last named vessel formerly belonged to the Hamburg America line and is commanded by Captain Schechnoff. The names of the commanders herein mentioned were written from their signatures and are transcribed as accurately as it was possible to decipher them. The vesse's are badly in want of a coat of paint and their decks show signs of their having recently been discharging coal. In



The Shanghai Mercury.
Established 1879.

FRIDAY, MAY 26 1905

The Russian Cruisers at Woosung.

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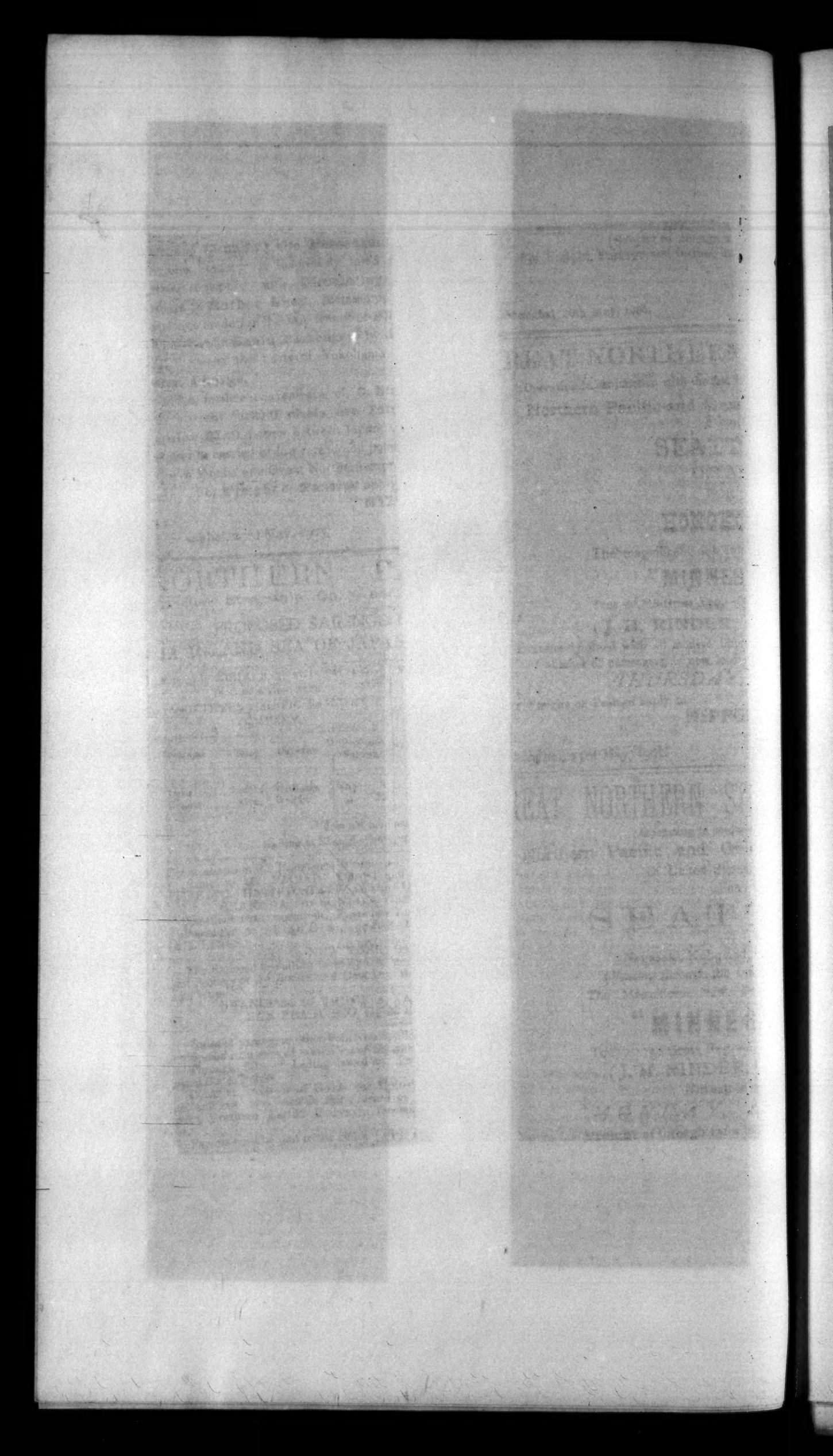

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RUSSIAN TRANSPORTS AT WOOSUNG.

Speculation may now be laid at rest as to whether the Russian fleet under Admiral Rodjestvensky proceeded north or south after leaving Honkohe Bay, for the evidence to-day at Woosung in the form of six Russian transports fully testifies to the fact that the Russian Admiral has certainly not retraced his steps. Ineeed it is stated on authentic report emanating from the fleet itself that the Admiral is in good spirits. The report of his indisposition is ridiculed.

The transports referred to consist of three vessels of the Russian Volunteer fleet:—Yaraslov, 2219 tons register, commanded by Captain O. Kadloff who is also the senior Russian officer now at Woosung; Vladimar commanded by Captain H. Borsswosny; Linovia, 3291 tons register, commanded by Captain P. Oranoisny; and three other transports:—Meteor, Koronia and Silvonia. This last named vessel formerly belonged to the Hamburg America line and is commanded by Captain Schechnoff. The names of the commanders herein mentioned were written from their signatures and are transcribed as accurately as it was possible to decipher them. The vessels are badly in want of a coat of paint and their decks show signs of their having recently been discharging coal. In fact according to one of the officers, the men have had time for little else during the last few days. Nevertheless, though grimy with coal dust and far from presenting the most clea ly appearance, they seem quite cheerful and happy. The approach of a sailing boat or any other craft causes great excitement, the men swarming to the sides and heads popping out of port holes to have a glance at the occupants. There is a continual round of signalling among the transports. Each vessel carries four pontoons, two on each side for the purpose of discharging coal at sea. The pontoons are small, capable of holding some twenty tons of coal and are swung on davits. By these means, they were able to discharge on an average 100 tons of coal daily.

Two armoured cruisers, the Petersburg, a three funnelled vessel and Smolensk, a two funnelled vessel convoyed the transports to Bell Buoy where they arrived at 2.30 o'clock yesterday afternoon and there dropped anchor for a few minutes until the arrival of three pilots from Shanghai who each took charge of two vessels and steered for Woosung, arriving there at about 10 o'clock last night. As soon as the vessels were under way, the cruisers left Bell Buoy and steered in a direction north and east. It is understood that their destination together with the fleet from which they were detached, is Korea Strait where they expect to arrive in about two days.

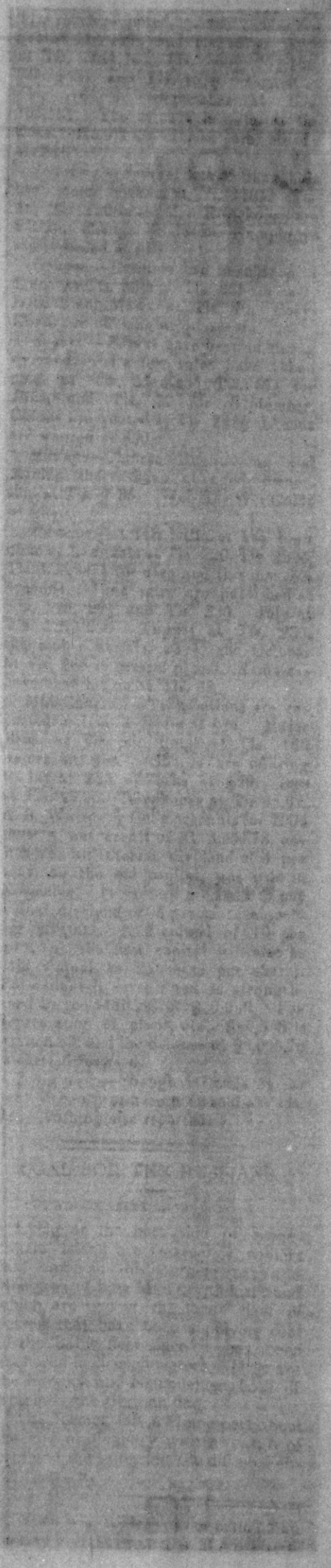
Great activity prevailed all day at Woosung forts and two Chinese men-of-war are anchored outside; there were no other men-of-war to be seen.

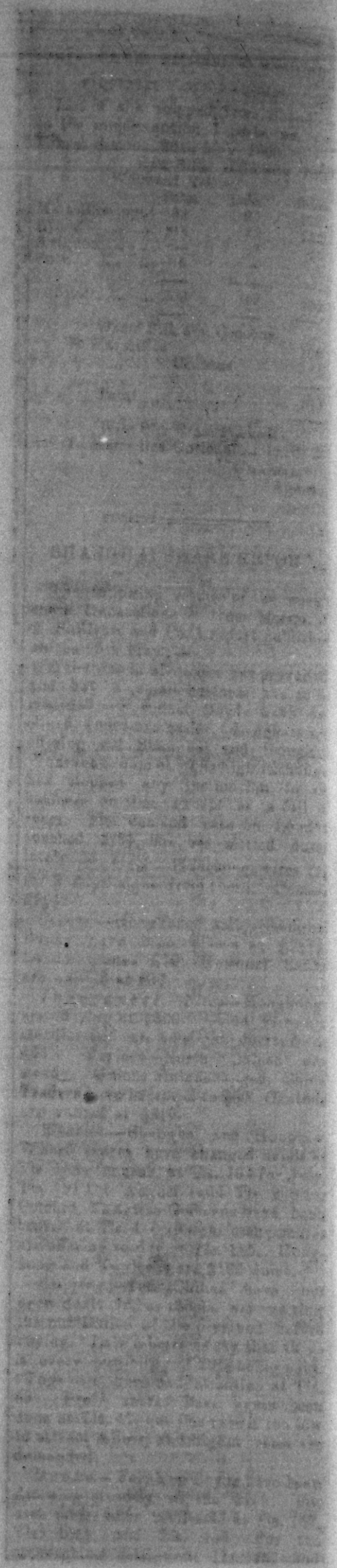
THE RUSSIAN TRANSPORTS.

The British steamer Benvorlich arrived here from Japanese Ports this morning and reports sighting at 5.30 p.m. the 25th inst. two Russian cruisers steering Eastward at full speed. One of the cruisers had four funnels and the other two funnels. On arriving at Woosung seven transports and colliers were seen at anchor outside the Spit Buoy. The names as far as could be made out were the Vladimir, Voronej, Yaroslav, Sevonia, Meteor and Euronia; there was one more vessel but the name could not be made out.

The steamer Indrapura arrived here to-day from Moji and from enquiries we learn that she sighted a large four funnelled Russian cruiser yesterday, steering in an Easterly direction.

The seven vessels now at anchor outside the Spit Buoy arrived outside yesterday evening being escorted by two cruisers, which stood by their convoy until they had secured pilots; after which the cruisers steamed away at full speed and were soon lost to sight in the darkness. The transports after securing pilots were taken to their anchorage and the last one was moored at about eight o'clock last night.





SATURDAY, 27th MAY, 1905.

CHINA AND THE BALTICERS.

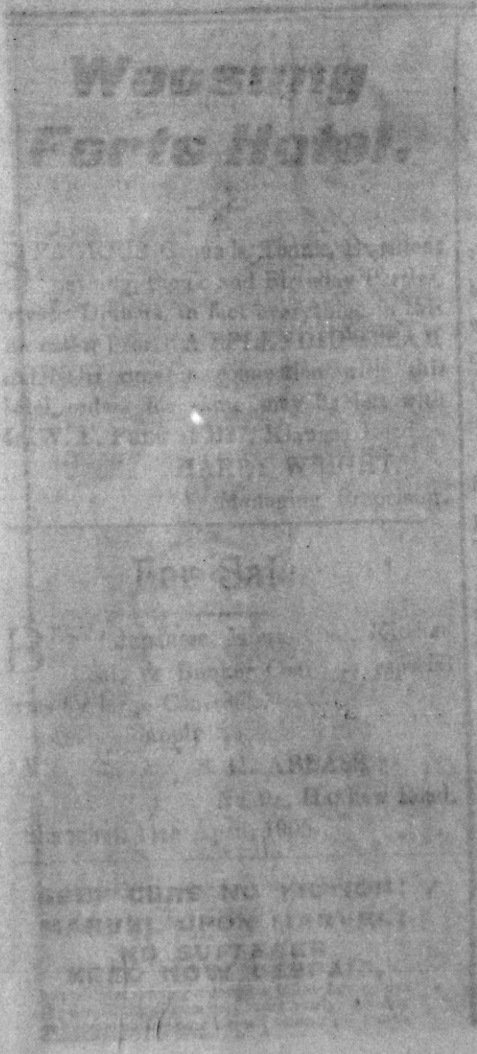
The arrival of the Baltic warships at the Saddles has come as a great surprise to Shanghai, but we need not imagine that the Japanese Fleet was ignorant of the move. The mobile scouts of the enemy have hovered around the Balticers and already Admiral Togo is perfecting his plans for a successful encounter. But the arrival is likely to cause serious complications in China. With Admiral Rozhdestvensky's threat still echoing in our ears, we can look for no observance of the laws of neutrality. It behoves the Shanghai Taotai then to maintain a firm attitude and see that no injustice occurs to Japan, in the waters of China, similar to that allowed at Saigon.

Those Russian transports are just as much part and parcel of a Rusian belligerent force as the transport of the armies at the front. In no sense whatever can it be claimed that they are merchant vessels, and unless prompt and rigorous action be taken by China, now that the vessels have remained there 24 hours, China will be guilty of a gross breach of the laws of neutrality. The Japanese Consul General has, we understand, already lodged a protest to the Taotai and he in his turn has had it forwarded by an officer of one of the Chinese warships at Woosung, but no notice will be taken of that unless a very firm attitude be taken.

What did those transports come to Woosung for? But one answer can be given! To take on board under cover of night implements of war which have been waiting in Shanghai for the occasion. Vessels are already visiting the transports and supplies being put on board. The Taotai need have no hesitation in enforcing the protest he has made, for all nations, but Russia, will support China in an honest attempt to maintain neutrality and baulk a plain attempt of holding her up to the ridicule of the world.

In another direction the Taotai too, must be alert. Immediately the Balticers reached Saigon the Diana attempted to leave the bay and only when a warning was given by the French authorities that they would fire on her if she did not turn back, was any heed taken. The Taotai is aware that preparations have been made by the Russian interned vessels in this port, and if they are now allowed to escape his vigilance, there will be one Taotai less in China as a warning to subsequent holders of the title, for the Chinese Government is never slow to punish neglect, when a scapegoat is needed.

Apart from these considerations the arrival of the Baltic Fleet must be hailed with delight, as being one step more towards the victory of Japan and the end of the war. Had Admiral Rozhdestvensky remained at Hainan, Admiral Togo would assuredly have taken his fleet there and undertaken the disadvantages of such a course. Now the Japanese Admiral can attack when and where he will. No one knows where he is and when he strikes the blow will be as unexpected as was the arrival of the Balticers to the residents of Shanghai. But in spite of the positive reports which have been received there are many reasons for doubting that the whole Baltic Fleet is at the Saddles and later reports may show that but an advanced squadron has arrived, while the main fleet is following on in the rear, with the idea of obtaining, by the ruse an advantage which, however, Admiral Togo is not likely to give.



BOYS' ENGAGE SPORTS.

SHANGHAI ELECTRIC AND ASBESTOS Co., Ltd.

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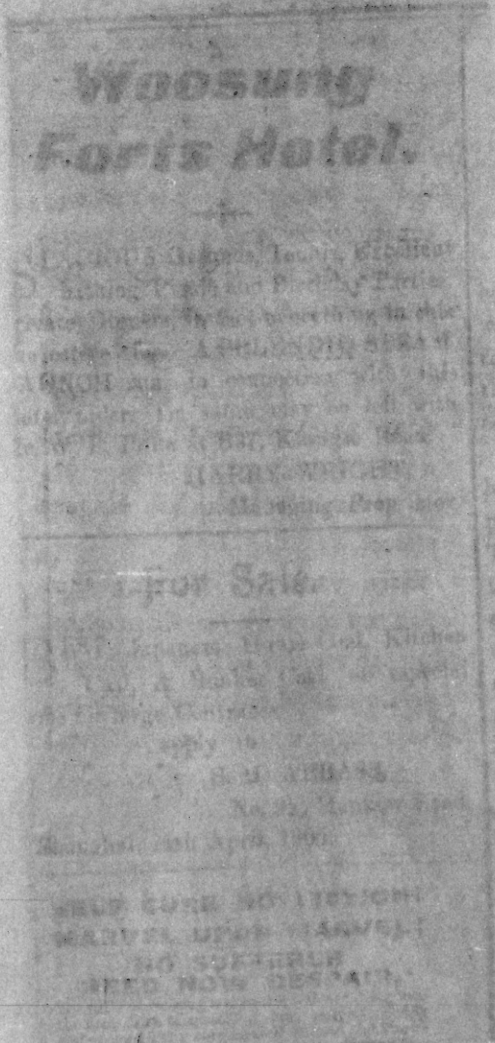

BOYS' BRIGADE SPORTS.

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Like a thunderbolt from a clear sky, the news that Admiral Rodjetsvensky's fleet of Russian fighting machines had arrived at our very doors, electrified Shanghai yesterday evening. During the past week, whilst we have been wrestling with the vexed question of the neutrality of Indo-China waters, Russia's Naval commander, with the skill and daring of a Nelson, was steaming at full-speed towards Shanghai. As mysteriously as he appeared in southern waters, so did he materialise at the Saddles.

The first intimation that Japan's mortal foe was in this vicinity, was the arrival of the Russian vessels Meteor, Kuronia, Livonia, Vladimir, Voronsh, and Jaroslovl at Woosung. Even then the fact that Russia's powerful Armada was within, figuratively, a stone's throw did not dawn upon the minds of local residents. But this war has been a war of surprises, and Admiral Rodjetsvensky has proven himself one of the world's greatest necromancers, if nothing more.

The Russian transports crept silently towards the Bell Buoy, escorted by the armoured cruisers Petersburg and Smolensk, where they dropped their mud-hooks, until the expected pilots arrived to take them into harbour. Three foreign pilots, evidently awaiting the vessels, quickly put in an appearance and each assumed charge of two vessels, while the Petersburg and Smolensk as silently steamed seaward, and, as we now know, rejoined the Armada.

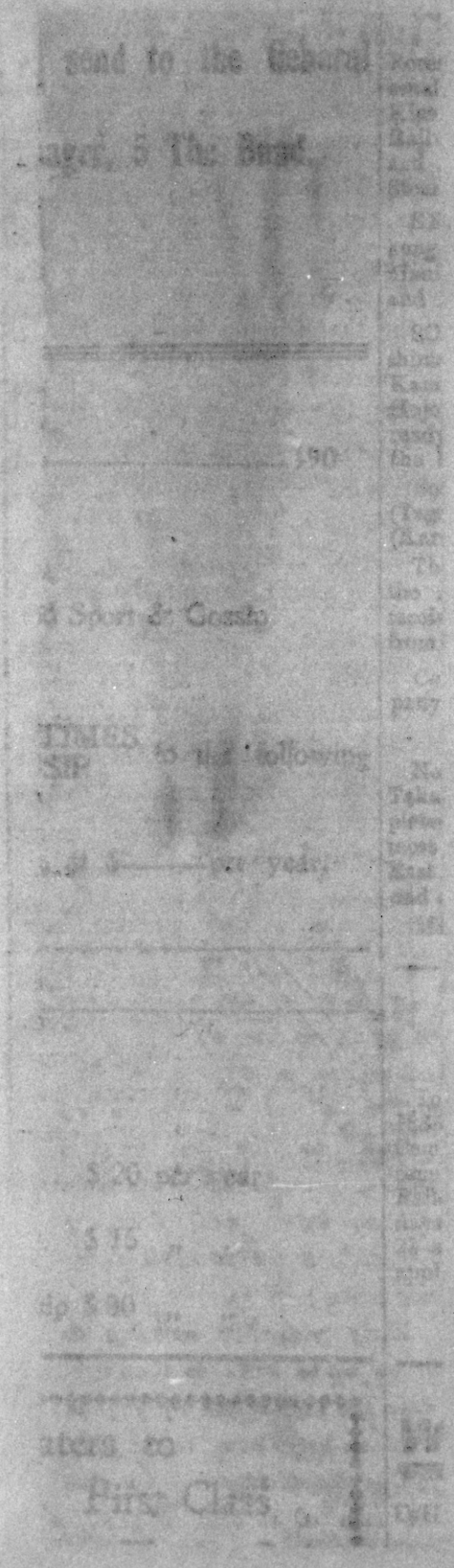
All the transports fly the Russian flag, an ensign, by the way, not very familar to Shanghailanders of late. They entered the harbour with the Kuronia leading. She took up an anchorage near the French Mail steamer. Unlike her sister ships, the Kuronia is painted white, though not exactly spotless, as one may imagine after such a long and tedious voyage.

The Vladimir, Voronsh, Jaroslovl and Kuronia are entered in the Customs as from Nossibe with coal, the Meteor from the same port in ballast, and the Livonia with coal from Jibutil.

A visit to the transports elicited the fact that they had but recently discharged their cargoes---the coal which was to send the Russian Fleet to safety or destruction. Though grimy and sadly in need of paint, on the whole they did not make a bad appearance.

The officers and crews appeared to be in excellent spirits, perhaps happy to think of a duty well done, or that, at least for them, all danger was past.

Early yesterday morning the crews set to work to thoroughly clean the vessels, and by nightfall wonders had been accomplished in this direction. Though there are men of several nationalities



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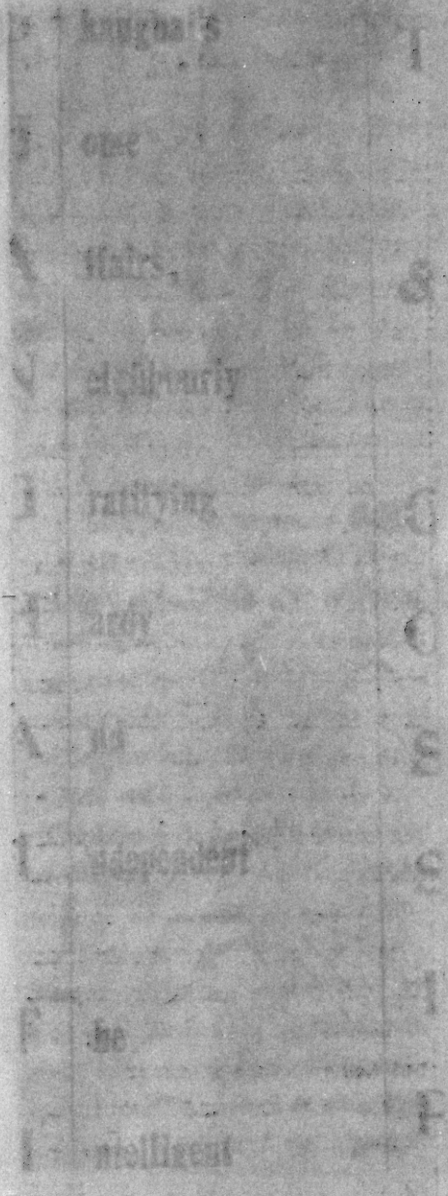
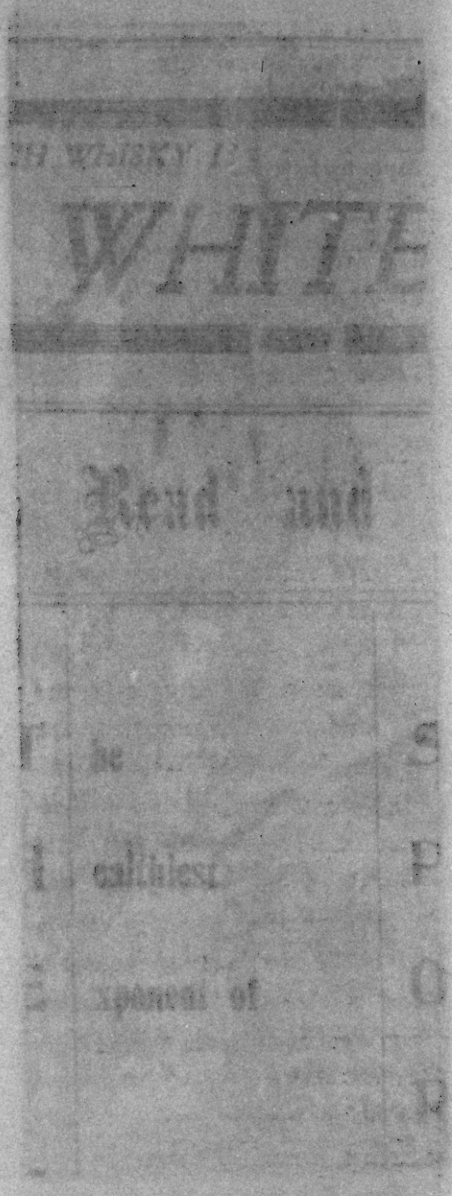
But three of the vessels are Volunteer cruisers, the Vladimir, Voroneh and Jaroslovl, and they are rated as follows:—Jaroslovl, 2,640 tons, 2,500 horse power, built in 1893, speed 12½ knots; Vladimir—10,500 tons, 3,200 horse power, built in 1895, speed 12 knots; the Voroneh is a sister ship of the Vladimir.

The news that the Armada was at the Saddles reached Shanghai first from the Chinese Admiral, who reported the fact that three battleships and three cruisers were at the North Saddles. Later in the day, a foreigner connected with a certain Consulate, who has been on the watch for two day off Gutzlaff, reported by wire that the entire Russian Fleet of nearly 50 vessels was anchored at the Saddles and several of the men-of-war were coaling from transports.

This news rapidly spread and the public was ready for the confirmation published in the evening papers. During the day every available steam launch was engaged by sightseers and others whose interests were more closely allied with the visitors. The native population displayed considerable interest in the news, but at no time were they unduly excited.

At the Japanese Consulate there was a suppressed air of excitement, though the officials amilingly met all enquiries, and apparently have no doubts as to the ultimate fate of the imposing Armada.

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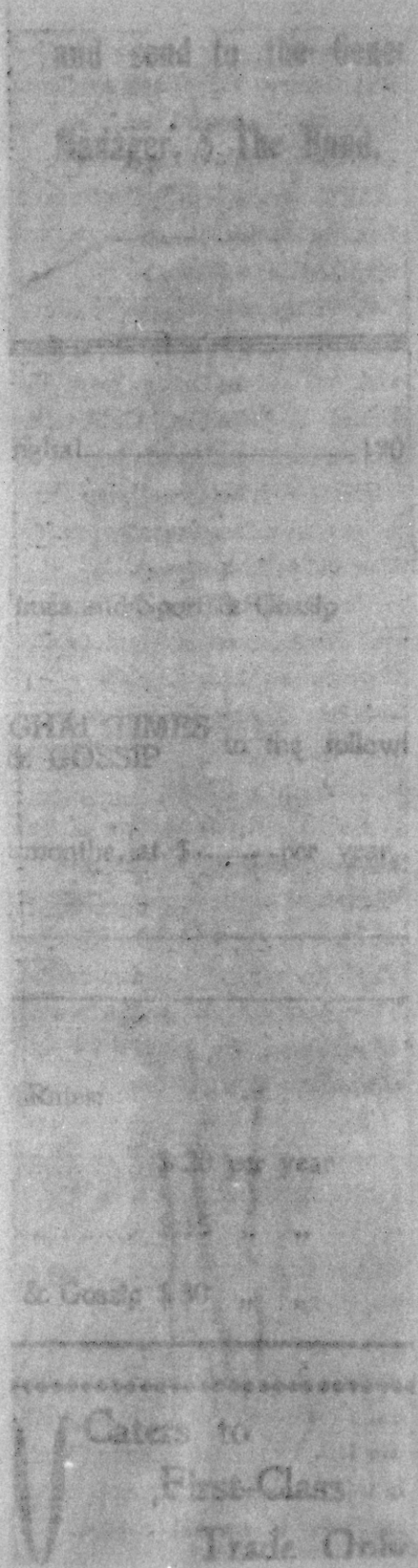

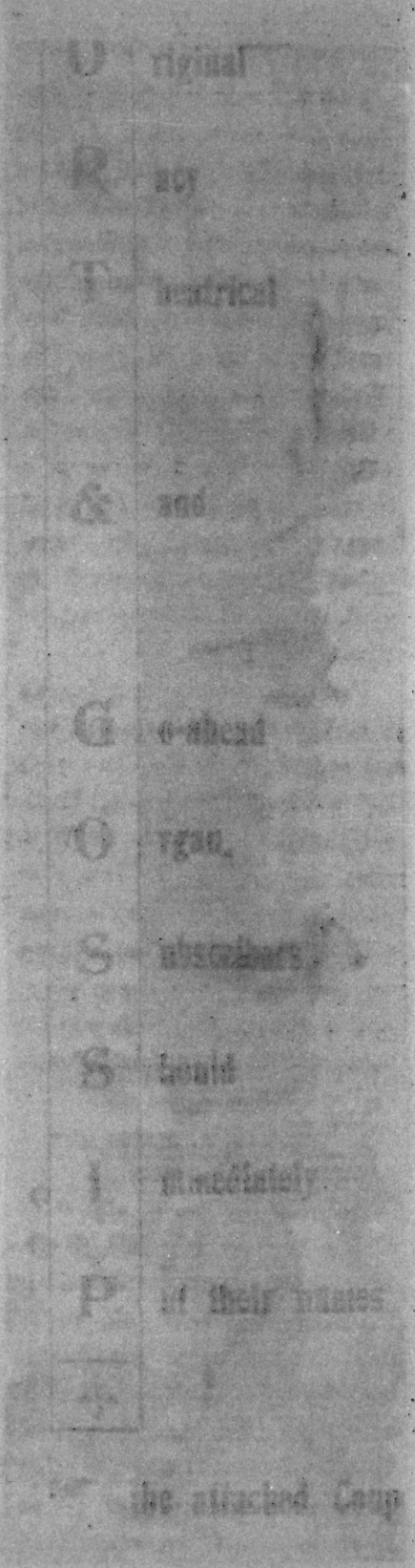

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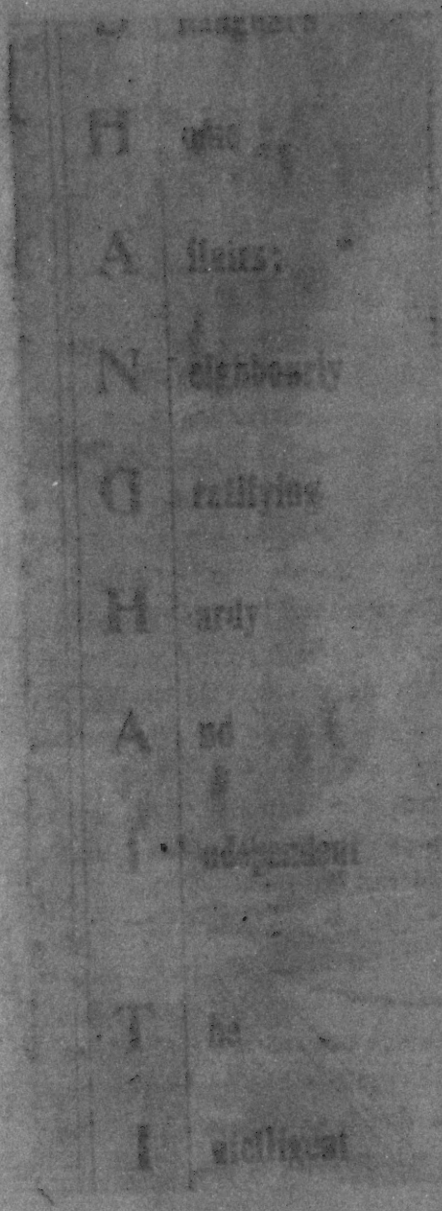

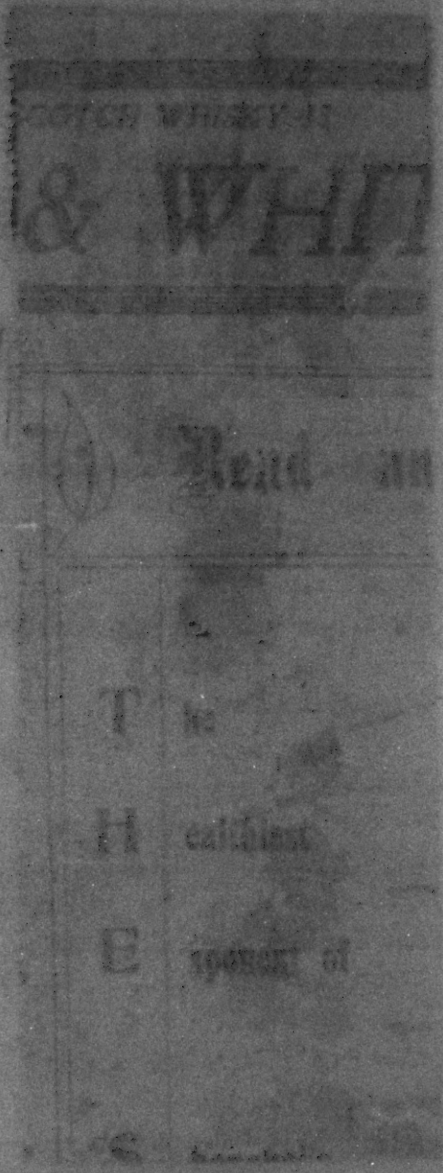
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BUREAU OF APPOINTMENTS
JUN 28 1905
Department of State

INDEX BUREAU
JUN 26 1905
DEPARTMENT OF STATE

CONSULAR BUREAU
JUN
26
1905
DEPARTMENT of STATE

3rd ASST. SECRETARY.
JUN 26 1905

Consulate-General of the United States,

SHANGHAI, CHINA, May 29th , 1905.

Mr. James L. Rodgers,

To the Department of State.

Acld June 28/05

Subject:

Assuming charge.

Abstract of Contents.

Informs the Department that he had on May 29th assumed charge of the American Consulate Gen. at Shanghai.

INDEX BUREAU
JUL 6 1905
FILED

CHIEF CLERK,
JUN 26 1905
Department of State.

No. 1

Consulate-General of the United States,

SHANGHAI, CHINA, May 29th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that I have this day taken over charge of this Consulate General from Hon. James W. Davidson, Vice Consul General.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

CONSUL GENERAL.

y/w/

Enclosure: Joint Certificate signed by Mr. Davidson and myself with Inventory of Consular property attached.

CONSULAR SERVICE, U. S. A.

SHANGHAI, CHINA, May 29th 1905.

We certify, on this 28th day of May, the services of James W. Davidson ceased, and he is entitled to his salary, including said day; and that the services of James L. Rodgers commenced the day following, he having received the archives, a full and complete inventory of which is hereto annexed, as required by paragraph 57 of the Consular Regulations.

Jas. L. Rodgers
.....
American Consul General.

James W. Davidson
.....
American Vice Consul General
in Charge.

Inventory of the American Consulate-General,
Shanghai,China,May 29th.,1905.

Office of the Consul-General.

1 revolving book case

1 desk cloth top

1 type-writer--Underwood

3 chairs-plain

1 stool

1 safe--Miller

2 wastw paper baskets

3 pictures

5 maps

1 letter rack

1 inkstand

1 coal scuttle

rubber stamps

1 letter basket

1 consular seal

1 box drawers

2 small boxes

Books:-

1 Consular Regulations

1 Dictionary--Websters

2 Directories--1903-4

1 Hong List-1904

8 Mscl.Books

Reports

Compradores office

1 safe--Milners

1 stove Magnetic Flag,No.12.

1 filing case

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8 Misl. Books

Court Room

1 safe

1 large desk,cloth top

1 small desk

1 desk judicial

1 long table cloth top

1 witness box

1 stove Magnetic Flag No.12

1 Manufacturers Index

3 leather chairs

1 cloth chair

6 plain chairs

1 revolving chair

1 coal scuttle

Books:-

195	Vol	U.S.Sup.Ct.Dec.
100	"	Am.Dec.
6	"	Digest
3	"	Digest
83	"	Foreign Relations,Consular Reports,etc.
10	"	Messages and Papers of Presidents
48	"	Reports
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1		" Chinese
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1 safe--Hunter

1 safe

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1 desk--cloth top

1 desk--plain

2 desks-high

1 counter

2 screens--brass & wood

3 chairs--revolving

3 chairs

1 stool

1 typewriter--Underwood

1 typewriter--Remington

1 stove-Magnetic Flag No 14

1 clock

43 rubber stamps

1 electric fan

2 Consular seals

1 copy book press and stand

1 mimeograph

1 filing case--large

2 filing cases-small

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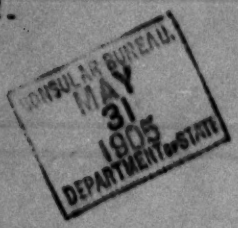
Cor. Bureau

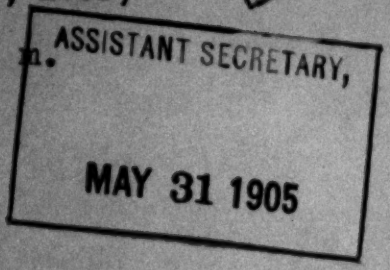
TELEGRAM RECEIVED IN CIPHER.



From SHANGHAI,

Received May 30, 1905,

8:27 a. m.



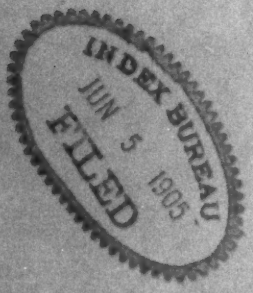
Secretary of State,

Washington.

Russian converted cruiser SMOLENSK Woosung.

ROGERS.

Copy to June 1/05



Ciphered by the Chief Clerk's Office, May 30, 1905. 9:45 a. m.

Bureau of Indexes and Archives.

_____, 190 .

1. Never received

Leons A.

No. 2

INDEX BUREAU RECD. JUN 26 1905 DEPT. OF STATE

CONSULAR BUREAU JUN 26 1905 DEPARTMENT of STATE

3rd ASST. SECRETARY. JUN 26 1905

Consulate-General of the United States,

SHANGHAI, CHINA, May 31st, 1905.

Mr. James L. Rodgers,

To the Department of State.

RECEIVED JUN 1905 BUREAU OF ACCOUNTS DEPT. OF STATE.

Subject:

Accounts.

Abstract of Contents.

Transmitting accounts for tranit period and period awaiting Exequatur.

INDEX BUREAU JUN 29 1905 FILED

CHIEF CLERK, JUN 26 1905 Department of State.

No. 2

Consulate-General of the United States,

SHANGHAI, CHINA, May 31st , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith my accounts for transit period and period awaiting receipt of Exquatur. I left Columbus, Ohio, April 10th, reached Shanghai May 19th, received my exequatur May 28th and assumed charge of the Consulate General May 29th.

I have the honor to be,

Sir,

Your obedient servant,

James Linn Rodgers

CONSUL GENERAL, U.S.A.

Rec'd, Bu. Accts.

Y.W.

Enclosure: Transit account and account while awaiting Exequatur.

Rec'd, Bu. Accts.

Duplicate.

Orig to Aud. June 2-9/05

AMERICAN CONSULATE GENERAL,

SHANGHAI, May 29th 1905.

Government of the United States,

To James L. Rodgers,

American Consul General at Shanghai, Dr.

For compensation for the period, namely forty days from April 10th to May 19th 1905, actually and necessarily occupied in making the transit between my place of residence at Columbus, Ohio, and my post of duty at Shanghai, as per certificate hereunto annexed, agreeably to Form NO.109.....$ 555.56
(at the rate of $ 5,000.- per annum.)

Government of the United States,

To James L. Rodgers,

American Consul General at Shanghai,

For compensation for the period, namely nine days from May 20th to May 28th 1905, both inclusive, actually and necessarily occupied in awaiting receipt of Exequatur, as per certificate hereunto annexed. at the rate of $ 5,000.- per annum.....$ 125.00

$ 680.56

Cr. By my draft on the Secretary of the Treasury.....$ 680.56

James Lewis Rodgers

CONSUL GENERAL,U.S.A.

I hereby certify that I have been actually and necessarily occupied in making the transit between my place of residence and post of duty forty days, having left Columbus, the place of my residence, on the 10th day of April, 1905, and arrived at Shanghai, my post of duty, on the 19th day of May, 1905.

I further certify that I have been at my post of duty awaiting receipt of my Exequatur nine days, viz: from May 20th to May 28th, both dates inclusive.

James Lewis Rodgers

CONSUL GENERAL OF THE UNITED STATES.

AMERICAN CONSULATE GENERAL,

SHANGHAI, May 29th 1908.

Government of the United States,

To James T. Rodgers,

American Consul General at Shanghai, Dr.

For compensation for the period, namely forty days from April 20th to May 29th 1908, actually and necessarily occupied in making the transit between my place of residence at Columbus, Ohio, and my post of duty at Shanghai, as per Certificate hereunto annexed, agreeably to Para 20.Reg.....$ 200.00

Government of the United States,

To James T. Rodgers,

American Consul General at Shanghai.

For compensation for the period, namely nine days from May 20th to May 29th 1908, both inclusive, actually and necessarily occupied in awaiting receipt of Exequatur, as per Certificate hereunto annexed.....$ 180.00

$ 380.00

Cr. By my draft on the Secretary of the Treasury.....$ 380.00

CONSUL GENERAL,U.S.A.

I hereby certify that I have been actually and necessarily occupied in making the transit between my place of residence and post of duty forty days, having left Columbus, the place of my residence, on the 20th day of April, 1908, and arrived at Shanghai, my post of duty, on the 29th day of May, 1908.

I further certify that I have been at my post of duty awaiting receipt of my Exequatur nine days, viz: from May 20th to May 29th, both dates inclusive.

CONSUL GENERAL OF THE UNITED STATES.

CONSULAR BUREAU
JUN
28
1905
DEPARTMENT of STATE

3rd ASST. SECRETARY.
JUN 26 1905

No. 3

Consulate-General of the United States,

SHANGHAI, CHINA, May 31st, 1905.

Mr. James L. Rodgers,

To the Department of State.

File

Subject:

Acknowledgment of telegram.

Abstract of Contents.

Department requests to be informed by wire of news of naval engagements that is likely to be of use or interest to the Department.

INDEX BUREAU
JUN 29 1905
FILED

SHANGHAI, CHINA, May 31st

James L. Rodgers,

Department requests to be informed
by wire of news of naval engagement
that is likely to be of use or
interest to the Department.

No. 3

Consulate-General of the United States,

SHANGHAI, CHINA, May 31st, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of your telegram of this date as follows:

"Rodgers, Consul General, Shanghai.
"Cable promptly important news bearing
"on naval battle that is likely to be of use or
"interest to this Government. Loomis."

I am, Sir,

Your obedient servant,

John L. Rodgers

CONSUL GENERAL, U.S.A.

Y.W.

No. 4

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3rd ASST. SECRETARY.
JUN 26 1905

Consulate-General of the United States

SHANGHAI, CHINA, June 3rd , 1905.

Mr. James L. Rodgers, Consul General.

To the Department of State.

File

Subject:

Receipt of Department's code.

Abstract of Contents.

Informs the Department that he had on June 3rd received from Mr. Goodnow, late Consul General, the Dept's cipher code, Vol.52.

INDEX BUREAU
JUN 29 1905
FILED

No. 4

Consulate-General of the United States,

SHANGHAI, CHINA, June 3rd , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that I have to-day received from Mr. John Goodnow, late Consul General, the Department's secrect cipher code, Vol. 52.

I am, Sir,

Your obedient servant,

Jas. L. Rodgers

CONSUL GENERAL, U.S.A.

Y.W.

No. 282

No. 282

TELEGRAM RECEIVED IN CIPHER.

To Bureau Navigation by telephone June 7 1905

From SHANGHAI,

Received June 6, 1905,

6:45 a. m.

Secretary of State,

Washington.

Russian destroyer BODRY interned Shanghai. Seven Russian transcribed colliers Woosung. Will intern. Japanese are reported off Gutzlaff.

RODGERS.

INDEX BUREAU JUN 9 1905 FILED

Deciphered by the Chief Clerk's Office, June 6, 1905. 10:15 a. m.

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DEPT OF STATE

No. 8

Consulate-General of the United States,

SHANGHAI, CHINA, June 8th , 1905 .

Mr. James L. Rodgers, Consul General.

To the Department of State.

Subject:

Acknowledgment of Circulars.

Abstract of Contents.

Acknowledging receipt of Department's Circular Instructions dated Feb. 21, April 4, 15, 19, 24 and 25, 1905.

INDEX BUREAU
AUG 20 1905
FILED

No. 5.

Consulate-General of the United States,

SHANGHAI, CHINA, June 8th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to acknowledge receipt of Department's circular instructions as follows:

Date.	Subject.
Feb. 21, 1905.	Commerce and Industries.
April 4, "	Automobiles imported as household effects or for touring purposes.
" 15, "	Chinese Certificates.
" 19, "	Meteorological information.
" 24, "	Addresses on packages sent to Department.
" 25, "	Orlan Clyde Cullen.

I am, Sir,

Your obedient servant,

Jas. L. Rodgers

CONSUL GENERAL, U.S.A.

Y.W.

File.

INDEX BUREAU RECD JUL 15 '05 DEPT OF STATE

CONSULAR BUREAU JUL 197 1905 DEPARTMENT of STATE

CONSULAR BUREAU. NOTED.

No. 6

CHIEF CLERK, JUL 19 1905 Department of State.

Consulate-General of the United States,

SHANGHAI, CHINA, June 8th, 1905.

Mr. James L. Rodgers, Consul General.

To the Department of State.

Acknd by form. July 4 1905.

Subject:

Marriage.

Abstract of Contents.

Transmitting marriage certificate issued to Frank L. Cole and Bertha E. Campbell.

INDEX BUREAU JUL 25 1905 FILED

CONSULAR BUREAU.
NOTED.

No. 6

Consulate-General of the United States,

SHANGHAI, CHINA, June 8th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith a marriage certificate issued to Frank Lorenzo Cole of Fabius, N.Y. and Bertha Estelle Campbell of Sonoma, Cal. in compliance with the Consular Regulations.

I am, Sir,

Your obedient servant,

CONSUL GENERAL, U.S.A.

Y.W.

Enclosure: 1 Marriage certificate.

FORM No. 87.

CERTIFICATE OF MARRIAGE

Consular Office of the United States of America

SHANGHAI, CHINA June 7th 1905

I, James Linn Rodgers, Consul-General of the United States at Shanghai, China, do hereby certify that, on this seventh day of June A. D., 1905, at Residence of Pastor in the city of Shanghai, China, Frank Lorenzo Cole, aged 33 years, born in Patrick, New York and now residing in Shanghai, China, and Bertha Estelle Campbell, aged 28 years born in Sonoma, California, and now residing in Shanghai, China, were United in Marriage before me, and in my presence, by Rev. Henry James, who is authorized by the laws of the State of Pennsylvania to perform such a ceremony.

In Witness Whereof I have hereunto subscribed my name and affixed the seal of my office at Shanghai, China, this Seventh day of June, A. D., 1905, and of the Independence of the United States the 129th

James Linn Rodgers

Consul-General of the United States of America.

Fee one dollar. To be issued in duplicate.

No. 282

TELEGRAM RECEIVED IN CIPHER.

From SHANGHAI,

Received June 9, 1905,

7:35 a. m.

4/05

ASSISTANT SECRETARY,
JUN 10 1905

Secretary State,

Washington.

Confidential. With regard to Kidder fully sustain Nanking.

RODGERS-DAVIDSON.

INDEX BUREAU
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...RTMENT O. STAT...

...9 12 08 PM 19...

...HIEF CLERK'S OFFICE

...ciphered by the Chief Clerk's Office, June 9, 1905. Noon.

D.

Ack + file

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CONSULAR BUREAU JUL 19 1905 DEPARTMENT OF STATE

No. 7

Consulate-General of the United States,

SHANGHAI, CHINA, June 10th , 1905.

file.

Mr. James L. Rodgers,

To the Department of State.

Acted by
letter.

Subject:

Mr. Kidder.

INDEX BUREAU JUL 25 1905 FILED

Abstract of Contents.

Confirms telegram re Mr. Kidder. Reports that during his short stay in Shanghai, Mr. Kidder was seen intoxicated. He was also reported in that condition during voyage out. States in conclusion, should he continue dissipating in liquor, he will do great damage.

Confidential.

No. 7

Consulate-General of the United States,

SHANGHAI, CHINA, June 10th, 1905.

Honorable H. H. D. Peirce,

Third Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm our telegram of the 9th of June to the Department reading: "With regard to Kidder fully sustain Nanking. Rodgers, Davidson", and also to acknowledge receipt of telegram from the Department reading: "Mail full report Kidder".

Relative to the subject, I beg to report that Mr. Kidder arrived in Shanghai on the Pacific Mail Steamship "Korea" on the 2nd of June; that he called at this office shortly after landing and was observed to be somewhat under the influence of liquor; that at the Astor House and in public places during the dates of 3rd, 4th, 5th and 6th of June, he was seen to be very much intoxicated, and on the 3rd was seen in that condition by General Leonard Wood, U. S. A. and many other Americans; that representations of his conduct in the respect mentioned during the voyage out were made by three of his fellow passengers to Mr. Davidson; that several informed the writer to the same effect; that his condition in Shanghai was a matter of public scandal; that perior to his departure for Nanking on the 6th, he was practically unable to discuss any business at this Consulate when we were endeavoring to assist him with his transit accounts etc. Our telegram was sent immediately after receipt of a message from Mr. Gracey, Vice Consul in Charge

in Charge, informing us of the protest of Americans at Nanking, it seeming to be our duty to advise the Department of our knowledge of Mr. Kidder's behavior. The American population of Nanking being entirely of missionary class, we are certain that under a continuance of such conduct, Mr. Kidder will do great damage and remain a very unacceptable official not only to his fellow countrymen but also to the Chinese officials.

I have the honor to be,

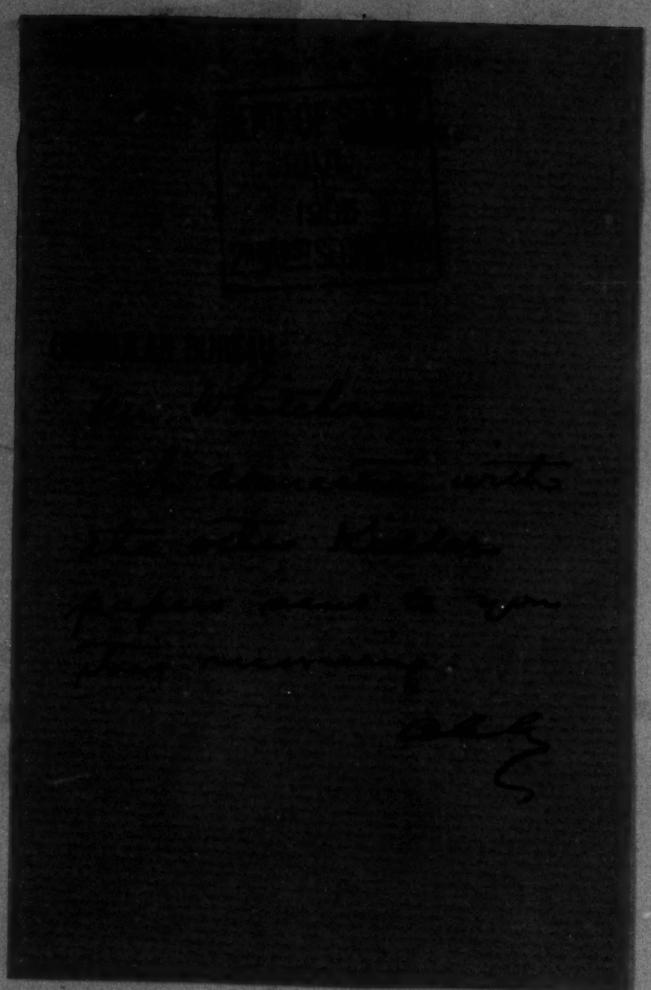
Sir,

Your obedient servant,

James L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.



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No. 8

Consulate-General of the United States,

SHANGHAI, CHINA, June 12th , 190 5

Mr. James L. Rodgers, Consul General.

To the Department of State.

CHIEF CLERK,
JUL 19 1905
Department of State.

Subject:

Court reports.

Ans by form Aug 11/05

Abstract of Contents.

Transmitting reports of the cases of Dallas Horse Repository v. Bart O'Connor and Dallas & Co. v. B. O'Connor.

INDEX BUREAU
AUG 12 1905
FILED

No. 8

Consulate-General of the United States,

SHANGHAI, CHINA, June 12th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith report in duplicate of the Court proceedings in the case of Dallas Horse Repository v. Bart O'Connor and also that of E. Dallas & Co. v. B. O'Connor.

I am, Sir,

Your obedient servant,

Jas. L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Enclosures: 2 reports of Court cases.

AMERICAN CONSULAR COURT.

Shanghai, 29th May.
Before the Hon. JAMES. L. RODGERS, Consul General.

R. DALLAS & CO. V. B. O. CONNOR.

Mr. W. North Symonds, appeared for the plaintiffs while defendant appeared in person.

The following are the pleadings in the above case.

PETITION.

In the Court of the American Consulate General at Shanghai. Before the Hon. James L. Rodgers, Consul General.

27th May 1905.

The plaintiffs for a cause of action allege as follows:—1. That the plaintiffs are a British firm carrying on business as merchants and commission agents at No. 51 A. Kiangse Road. Shanghai, China. 2. That the defendant is an American citizen carrying on a business under the style and name of the Business Men's Tiffin Club at No. 6, Ningpo Road, Shanghai China. 3. That the defendant is indebted to the plaintiffs for rent to the amount of taels 298.23. in respect of the said premises at No. 6, Ningpo Road leased by the plaintiffs to the defendant, and also to the amount of $11.25. for water supplied.

PARTICULARS.

The defendant on or about the 29th November 1904 became tenant to the plaintiffs of the said premises at a rent of taels 175 per month payable quarterly in advance. On the 29th November 1904, the defendant paid to the plaintiffs the sum of taels 525 and received a receipt of which the following is a copy.

Received from B. O'Connor, Esq. cash for Shanghai taels 525, being rent in advance for three months, beginning from 1st December, 1904, for a godown and bottling room and three rooms upstairs in No. 6, Ningpo Road.

The above amount does not include Shanghai Municipal Taxes, which Mr. B. O'Connor will pay separately. Mr. B. O'Connor will take possession of the said godown as soon as it is repaired and of the three rooms upstairs on the 1st January, 1905.

Taels 525.

Shanghai, 29th November, 1905.

(Signed) Dallas & Co.

In accordance with the terms of the receipt the defendant took possession of such of the rooms as are herein mentioned.

On the 29th April, 1905 the plaintiffs rendered an account to the defendant of which the following is a copy:—

1905. To rent of premises for April and May, 1905, a taels 175—Taels 350. Municipal Rates for January to March 31st at Taels 11.50—Taels 34.50. Municipal rates for April and May at Taels 11.50—Taels 23. April 28th. By your payment of $150 at 72.8 Taels 109.27. Taels taels 298.23. To water supplied from March to May 21st 1905 at $3.65.—$11.25.

The plaintiff therefore claims:—

1.—That judgment may be given against the defendant for taels 298.23 and $11.25 together with interest.

2.—That an order be made to compel the defendant to give up possession of the said premises on or before the 31st May, 1905, in accordance with the notice to quit given by the plaintiffs to the defendant by means of a letter dated 29th April, 1905.

3.—That the defendant may be ordered to pay the costs of this action.

4.—That the plaintiffs may have such further and other relief as to your Honourable Court may seem meet.

Sworn to this 29th May 1905.

JAMES L. RODGERS,
Consul General.

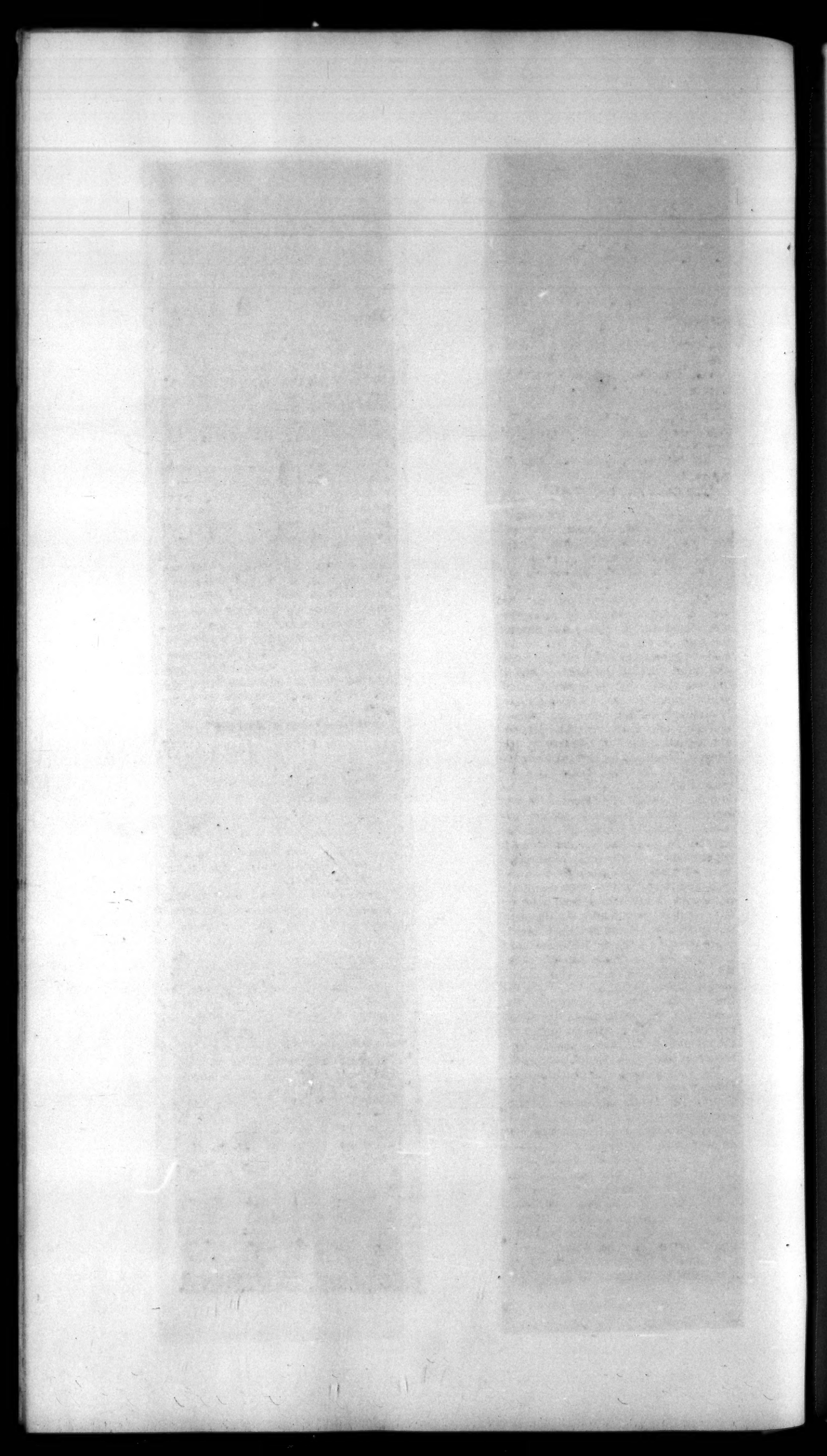
ANSWER

Comes now the defendant and for answer to plaintiffs petition says:—1st.—That he admits the allegations of paragraphs 1 and 2, 2nd.—And answering paragraph 3, by way of set off and counter claim the defendant says:—

That on or about the 29th day of November 1904, he rented the premises mentioned and described in the petition and paid therefor the sum of taels 526, as rent in advance for three months from the first day of December 1904; and that he was to take possession of what was designated as the godown and bottling room, as soon as the same was repaired, which repairs were to be made by the plaintiffs, and consisted of a slight mending of the floor and painting the inside of such godown; that an ample and reasonable time for making such repairs would not exceed three days. That such room was used and continued to be used by the plaintiffs as a godown, in which they had stored goods, wares and merchandise, until about the second day of Februay 1905, and such repairs to said floor were not made and completed until the last named date. That the painting which was agreed to be done by plaintiffs never was so done by them, but this defendant was compelled to and did such painting at the cost and charge to him of the sum of taels 28. That the possession of said three rooms was given to this defendant during the early part of January 1905 but the same was and could be of no use or benefit to this defendant, as the plaintiffs well knew, without the possession of the lower, or godown portion of said premises; and the reasonable rental value of such rooms at $30 per month.

3rd.—That the plaintiffs are indebted to the defendant in the sum of $40.50. for lunches and refreshments furnished at their special instance and request.

4th—That there is now due and owing from the plaintiffs to the defendant the sum of taels 350 for the godown portion of said premises during the time when the said plaintiffs witheld the possession of the same from the defendant; and the further sum of taels 28. the cost of painting the same, and the further sum of $30.



for one month's rent of the three upstairs rooms, and the further sum of $40.50. for such lunches and refreshments, making in all the sum of taels 378. and $70.50. which sum the defendant has demanded from the plaintiffs and payment of which has been refused and the defendant now offers to set off so much of said amount as shall be equal to any sum found due from the defendant to the plaintiffs. Wherefore defendant prays judgment.

Sworn to this 29th May 1905. Before W. P. Boyd, Deputy Consul-General.

Mr. O'Connor said he would like to ask the Court for a postponement of the hearing.

His Honour said that he would postpone the hearing until Thursday the 1st June at 10 a.m.

Mr. W. North Symonds said this would be satisfactory.

The Court then adjourned.

R. DALLAS AND CO. V. B. O'CONNOR.

Mr. W. North Symonds appeared for the plaintiffs and Mr. E. H. Lamme for the defendant.

This was a further hearing in the above suit.

Mr. W. N. Symonds said that this was a case in which the defendant was indebted to the plaintiffs for the sum of 298 taels and $11.25 for rent of premises at No. 6 Ningpo Road and water suppled the same. Counsel did not think that his learned friend would contest the case very vigouriously although he had put in an answer and a set off. Last year the defendant wished to open a business in the Ningpo Road. The premises required were at the time being used by tenants whom the plaintiffs turned out in order to oblige defendant. Certain repairs had to be made which was well known to defendant. He however agreed to pay the rent while such repairs were being made. The repairs were all made and plaintiffs paid the bills, and the premises were ready for occupancy at the time agreed upon by the parties concerned. At the time defendant was ill and did not take the place over. Later on defendant said the floor was not stong enough as he was going to erect a bar that would weigh about 700 pounds. Plaintiffs then told him to instruct the contractor what to do and they would pay the bills. In regard to the set off the plaintiffs were British subjects and this court had no jurisdiction over them.

Mr. Lamme said that probably His Honour was new to the practice of the Court. But if plaintiffs made a claim against an American in this Court, it was the practice of the Court if the set off was proved to deduct the amount from the sum awarded to plaintiffs. Counsel believed that was also the custom at the British Court.

Mr. Symonds said that his clients admitted the amount of the set off as correct but they would not pay it until they themselves had been paid.

A number of witness's were called and examined at great length which occupied the attention of the court till noon at which time the court adjourned till 2.30 p.m.

AMERICAN CONSULAR COURT.

Shanghai, 1st June.

Before the Hon. JAMES L. RODGERS, Consul-General.

R. DALLAS AND CO. V. B. O'CONNOR.

Mr. W. North Symonds appeared for the plaintiffs and Mr. E. H. Lamme for the defendant.

This was a further hearing in the above suit.

(*Continued from Yesterday.*)

On the Court resuming at 2.30 p.m., Luen Chang, cautioned, said that he had been engaged to make the necessary repairs which when completed were paid for by the plaintiffs. The work was commenced on the 29th November, and all the work was completed in about two weeks' time. Then O'Connor said the floor was not strong enough and witness proceeded to make it stronger which work took another week. Dallas paid all the bills for the work. The work was finally completed by the China New Year.

W. D. Hills, sworn, said he was familiar with all classes of buildings. The work done on the premises in Ningpo Road could easily have been done by three men in about three days. All the repairs mentioned should have been completed by the 10th January.

A number of other witnesses were called and were examined at some length, at the conclusion of which his Honour said judgment would be given on the 5th inst. at 10 a.m.

The Court then adjourned.

AMERICAN CONSULAR COURT.

Shanghai, 5th June.

Before the Hon. JAMES L. RODGERS, Consul-General.

R. DALLAS AND CO. V. B. O'CONNOR.

Mr. W. North Symonds appeared for the plaintiffs and Mr. E. H. Lamme for the defendant.

His Honour delivered the following judgment in the above case this morning:—

JUDGMENT.

This is a case in which the most prominent characteristics are the utter lack of business methods between the parties and the absence of any satisfactory testimony supporting the respective contentions relating to the occupation of the premises at No. 6 Ningpo Road. There being no issue as to the plaintiffs' claim for balance due for rent during the months of April and May, for Municipal rates and for water charges, the only claim remaining is that of ejectment from the premises. It is the opinion of this Court that this should not be considered in this action, on account of insufficient notice to quit and to the further fact that ample remedy can be provided by secondary proceedings. As to the counterclaims of the defendant there is no doubt in the mind of the Court as to its jurisdiction nor is there any question as to the propriety and legality of some allowance that can be setoff against the plaintiffs' claim. By the most liberal interpretation of the receipt for rent paid in advance, offered

by the plaintiff in lieu of any lease, contract or agreement, it would appear that Dallas and Co. were obligated to observe due diligence in effecting the repairs necessary to the building. It is admitted virtually that the defendant O'Connor was willing to waive immediate possession in the interest of securing desirable premises. But it would seem from all the facts presented that the plaintiffs failed to observe such diligence as was proper even under the alleged agreement or understanding with the defendant. There does not appear to have been warrant for the withholding of the premises beyond January 1st, 1905, and therefore the amount of taels 112.80, being the amount of rent due from January 1st to the 20th, both days inclusive, will be allowed as a setoff, as will also the amount of taels 28, the amount paid by the defendant under authority from the plaintiffs.

The claim of $30 for rent of the upstairs rooms can not be considered as all proper allowance in that respect has been made. The claim of $40.50 for personal bills for members of the firm of Dallas and Company to the defendant is manifestly improper in this action.

The plaintiffs' claim is for taels 298.23 and dollars 11.25. The defendant will be allowed as set off the amount of taels 140.80. Judgment for the plaintiffs in the sum of taels 157.43 and dollars 11 25, with interest at 6 per cent from April 25th, 1905, all of which the defendant is ordered to pay on or before June 10th together with the costs of this action.

The Court then rose.

AMERICAN CONSULAR COURT.

Shanghai, 26th May.

Before the Hon. J. W. DAVIDSON, Acting Consul-General.

DALLAS HORSE REPOSITORY V. BART O'CONNOR.

Mr. E. H. Lamme appeared for the defendant. Plaintiff company was not represented.

Mr. Lamme said that he objected to the jurisdiction of the Court on the ground that the copy of the order to answer was void, because it required the defendant to appear in Court on the 20th May 1905 instead of the 26th May 1905.

His Honour overruled the objection and required the defendant to file an answer on or before the 31st May 1905.

AMERICAN CONSULAR COURT.

Shanghai, 31st May.

Before the Hon. JAMES L. ROGERS, Consul-General.

DALLAS HORSE REPOSITORY V. BART O'CONNOR.

Mr. C. F. Fondey appeared for the plaintiffs, and Mr. E. H. Lamme for the defendant.

His Honour in opening the Court said he would take this opportunity of informing those present that he had duly taken the oath of office as judge of the American Consular Court in Shanghai.

The following are the pleadings in the above case :—

PETITION.

The above named plaintiffs complain of the above named defendant, and for a cause of action allege :—

1.—That it is a corporation existing under and by virtue of the Hongkong Ordinances and is a subject of Great Britain.

2.—That the defendant is a citizen of the United States and within the jurisdiction of this Court.

3.—That during the months of July, August and September 1904, the defendant became indebted to the plaintiffs for the hire and rent of one victoria and pony in the sum of $168 Mexican.

4.—That since that time payment has been demanded of the said defendant and that he has failed and refused to pay said amount which is now due.

Wherefore the said plaintiffs demand judgment against the said defendant for the said sum of $168 and interest and the costs of this suit.

ANSWER.

Comes now the defendant and for answer to plaintiffs' petition says :—

1.—That he has no information or belief as to whether or not the plaintiff is a corporation organised and existing under and by virtue of the Hongkong Ordinances and a British subject, and upon that ground denies the same.

2.—Defendant admits the allegations contained in paragraph 2 and denies all of the allegations of paragraph 3.

3.—And the defendant further answering says :—That as the agent and employee of H. E. Reynell and Co. a firm doing business at Shanghai, China, he did use, together with other agents and employees of said firm during the months of July, August and September 1904, a carriage and pony hired by said firm of and from the petitioner, but at no time did the defendant hire said carriage, or in anywise become responsible for the same, except as such agent and employee of said firm of H. E. Reynell and Co. which the petitioners well knew.

Wherefore defendant prays judgment.

Mr. Lamme in answer to the Court said that he had filed the answer to the petition, two minutes before the Court opened this morning.

Mr. Fondey said the whole case was that the defendant was indebted to the plaintiffs in the sum of $ 168 for the hire of a Victoria and pony.

Mr. Lamme said that last year H. E. Reynell and Co, took over the Chang Su Ho gardens and engaged defendant to look after the place. They told defendant to hire a Victoria and pony for the use of the company and they would be responsible for the expense.

His Honour said that as a matter of fact some kind of proof in writing would have to be produced.

A. G. Remedios, sworn, stated that he was book keeper to Reynell and Co. Witness was employed by Reynell and Co in 1904 to keep the books ; he was also to keep the accounts of the gardens. O'Connor was in charge of the bar in the gardens. He had a verbal contract to look after the bar. Witness had heard about it. Witness asked Kalkoff about the arrangement so that he could enter it in the books. There was no written agreement. Kalkoff said something about O'Connor being engaged. The arrangement was entered in the books that O'Connor was to receive one third per cent. of the profits the first month and forty per cent. the second and third months. There were no entries in the books about the hire of a carriage.

By Mr. Lamme—I only know about the entries that are in the books, I know nothing more.

A mafoo, cautioned, said he had driven O'Connor at different hours of the day and night. Some times he went to the Central Hotel, Astor House, Chinese Gardens and other places.

By Mr. Lamme—I was mafoo for O'Connor for about two months.

Mo Lah, cautioned, stated that he was a shroff at the Horse Repository. He knew the defendant very well. He had gone to him plenty of times with chits for payment, and he always told witness to come by and by. He never told witness that some other company would pay the account.

By Mr. Lamme—I have seen the defendant at the Astor House. I have always seen him when I called for payment.

Mr. Fondey said that in June last defendant hired a carriage and on the 11th of July he paid for the use of it.

Mr. Lamme said that on that occasion the carriage had been hired for the use of defendant's wife and had nothing to do with the company and for that reason defendant paid the hire for that one day.

B. O'Connor, sworn, stated that he had lived in Shanghai for the past three years. He was an American citizen, and was born and brought up in New York. He had been Bouffe master at the Astor House until he went into business for himself. He used the carriage to go from the Astor House to the gardens as his family was living out there. He took charge of the gardens same time in June 1904. The owners of the gardens were H. E. Reynell & Co., and Kalkoff was the resident manager. Witness made all arrangements with Kalkoff. The agreement was to be thirty per cent the first month and forty per cent the second and third months including all expenses. The agreement was in writing and was among Kalkoff's private papers. Witness had the carriage as he had to be at the Astor House at 7 a.m. and sometimes it was 9 a.m. before he reached town by ricksha. Witness spoke to Kalkoff about it and he said hire a carriage and charge it to the Company. Coming into town one morning, witness met F. Dallas and spoke about a carriage and Dallas said he could supply it. Witness told him that he could only pay $80 per month and Dallas said that was all right. Witness then telephoned to Kalkoff about the terms and he replied over the telephone all right, go ahead and hire it. Witness did so and the carriage was then used by Kalkoff, Montgomery, Bookkeeper and witness. Witness was not to pay any of the expenses of the carriage. Witness hired a carriage for one day for the use of his wife and for this he paid the sum of $2.60. Witness received the first bill for the carriage three months after it was engaged. Witness then told the shroff that he would see Kalkoff and later on told the shroff to see Kalkoff himself. All of Kalkoff's papers were locked up.

By Mr. Fondey—The agreement was in writing. I told Dallas that Kalkoff was responsible for the hire of the carriage. I was to receive thirty per cent the first month and then forty per cent.

Mr. Fondey here produced some of the books of the Company to show that after the first month the gardens were run at a loss,

Mr Lamme objected to the books being handed in as evidence as they had no bearing on the hire of the carriage.

His Honour said that if the books contained no entries about the carriage it was no use bringing the books forward.

Mr. Fondey said the first month thirty per cent was paid but the second and third months were a loss.

J. R. Montgomery, sworn, stated that he had been employed at different hotels in Shanghai but at present he was out of employment. Last summer from August to September he was employed by defendant to go to work at the Chang Su Ho Gardens. He was to look after the place generally. All the goods used by the Company were supplied by themselves and what they did not have they bought outside and they paid all the bills. Reynell and Co. paid all the expenses. Kalkoff and Remedios checked all the bills before payment. All the money taken in was turned in at the office. O'Connor received money from the Company and paid witness and the other employees. The carriage was used by everybody employed at the Gardens.

By Mr. Fondey—I know of no agreement between Reynell and Co. and O'Connor. Reynell and Co. paid all the bills. I never heard any conversation between Reynell and Co. and O'Connor about a carriage.

Mr. Fondey here handed in a document alleged to have been written and signed by the defendant in which the debt of the carriage hire was acknowledged.

Mr. Lamme objected to this letter being handed in as it had not been either written or signed by his client.

His Honour said he would look the letter over but he would like to know who had written the letter ?

Mr. Fondey said he had received the letter in answer to a chit he had sent to the defendant. He received the letter in defendant's own chit book.

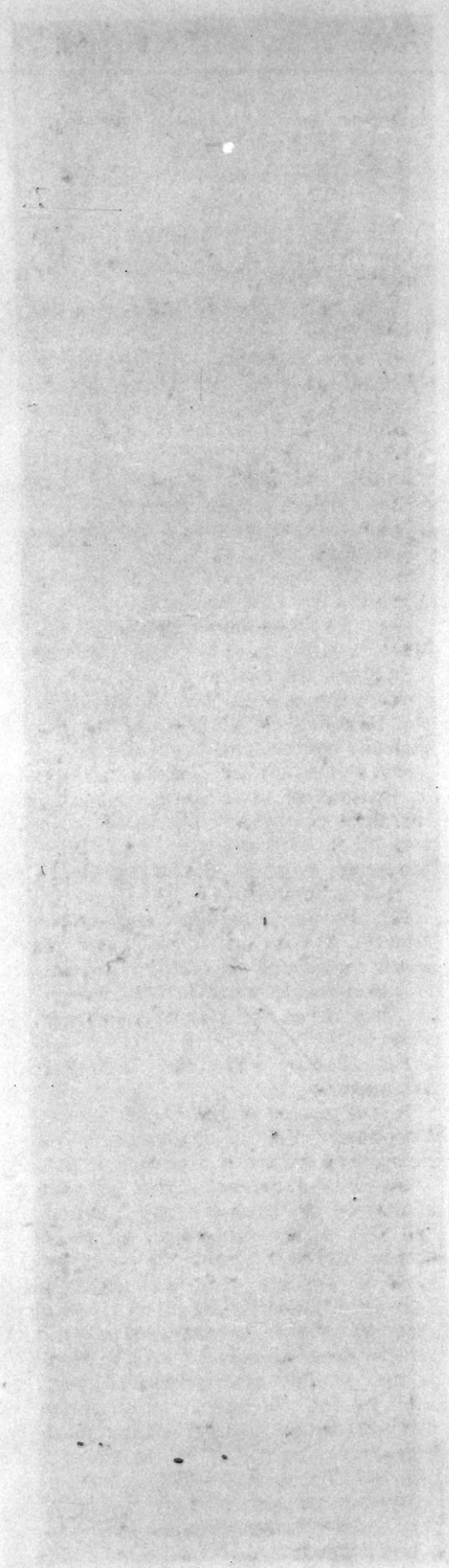
B. O'Connor, recalled.—He was very busy when he heard from Fondey. Witness had a clerk who saw the chit from Dallas & Co and as witness was absent the clerk took it upon his own shoulders to answer it. The clerk had answered other letters of a like nature.

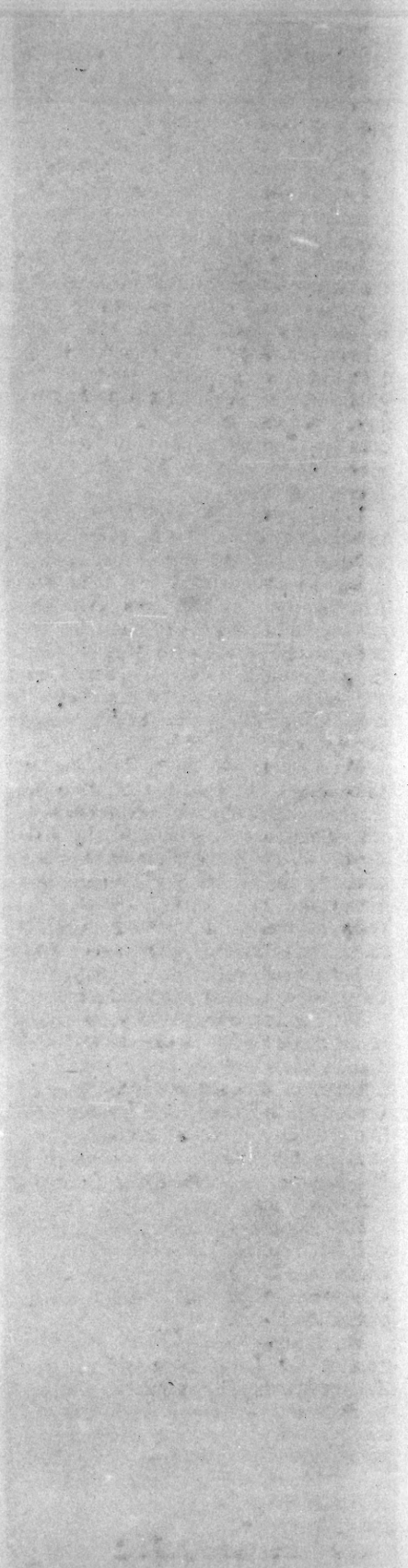
By Mr. Fondey—I never gave him any authority to sign my name to any chits.

By Mr. Lamme—I know nothing of the old accounts of the company.

[redacted] called I—received a chit addressed to O'Connor from Dallas and Co. I opened it on my own responsibility and seeing that it was a bill for carriage hire, I answered it and said the bill would be attended to. I had no authority to do this. O'Connor was absent so I answered the chit.

E. J. Edwards





C. F. Fondey, sworn, stated that he was formerly Marshal of the U. S. Consulate at Chefoo. He saw the defendant on the 28th April last. He was in a room at the time and witness called him out and told him that he would be summoned. The defendant answered that he had been to the Consulate and he was not going to pay all his debts at once. He said it to witness in such an off handed way that witness thought that he ought to pay his old debts before paying any of the new ones. On the 17th May, witness sent a chit to defendant telling him that the bill would have to be paid or action would be taken against him. Witness served the notice personally. Defendant was in the bar room of the gardens on the ground floor at the time.

B. O'Connor recalled—Witness first saw Fondey at 11.55 a.m. some time in April. He told witness that he was going to be summoned. Witness told him that he was busy just then and not to bother him. Witness did not see Fondey on the 17th May nor did he receive any letter. Fondey knew the carriage was hired for Reynell and Co. and Reynell's books would show it was hired for them.

Mr. Lamme addressed the Court at some length in the course of which he dwelt on the fact that when a business was taken over in Shanghai by new owners all the debts were taken over also. All the bills of the Company had been paid by Reynell and Co. as several witnesses had already testified to. Fondey should have known that, as he himself had been manager of the gardens shortly after O'Connor.

Mr. Fondey, objected to some statements made by Mr. Lamme, and said that he knew nothing about the management of the gardens as he was in Chefoo at the time. He would also like to state that all of Kalkoff's private papers were in the possession of Mr. Lawrie, as Kalkoff was dead. F. Dallas was also dead.

His Honour—The further hearing will be resumed in three days, by which time Mr. Lawrie and any other witnesses needed could be notified to attend the Court.

Mr. Lamme said that to save the time of the Court he would suggest that the hearing be resumed to-morrow as defendant was appearing in another suit, and Mr. Lawrie's evidence would not take two minutes' time.

His Honour—The further hearing of the case will be resumed at 10 a.m. the 1st instant.

The Court then adjourned.

AMERICAN CONSULAR COURT.

Shanghai, 1st June.
Before the Hon. James L. Rodgers, Consul-General.

DALLAS HORSE REPOSITORY V. BART O'CONNOR.

Mr. C. F. Fondey appeared for the plaintiffs, and Mr. E. H. Lamme for the defendant.

This was a further hearing of the above case.

R. Laurie, sworn, said that he had been a clerk in the firm of H. E. Reynell & Co. He was still in the same business Last year the company took over the Chang Su Ho Gardens. Witness had known Kalkoff who had been connected with Reynell & Co. Kalkoff paid all the bills of the gardens for Reynell & Co.

By Mr. Fondey—I know nothing about the hire of a carriage.

By Mr. Lamme—Reynell & Co. were to have paid O'Connor a per centage of the profits.

Mr. Lamme, addressed the Court, in the course of which he said that the plaintiffs had evidently sued the wrong party. Defendant had used the carriage in the interest of the firm and was therefore not responsible for the hire, also that no evidence had been produced to show that the plaintiffs were a corporation.

Mr. Fondey also addressed a few remarks to the Court in the course of which he pointed out that the articles of incorporation was evidence enough to show what the plaintiff company were.

His Honour gave the following judgment:—

In the matter of the Dallas Horse Repository Co. v. O'Connor. No satisfactory evidence in support of the claims of the defendant that he was authorized or empowered by Reynell and Co. to hire the vehicle on their account had been given. On the other hand it appears that the plaintiffs knew only the defendant in the transaction and that in one instance a proper per diem amount for vehicle hire at the monthly rate prescribed was paid by the defendant. Personally, judgment for the plaintiff in the sum of $168 Mexican with ~~costs~~ interest at six per cent, which the defendant is hereby ordered to pay on or before the 10th June 1905. Together with the costs of this action.

TELEGRAM RECEIVED IN CIPHER

CHIEF CLERK,
JUN 13 1905
Department of State.

From SHANGHAI,

Received June 13, 1905,

9:15 a. m.

ASSISTANT SECRETARY,
JUN 13 1905

Secretary of State,

Washington.

Kidder here in the hospital. Acute alcoholism..

ROGERS.

Ciphered by the Chief Clerk's Office, June 13, 1905. 9:35 a. m.

ASSISTANT SECRETARY,

JUN 13 1905

CONSULAR BUREAU
NOTED AND PUBLISHED

No. 9.

Consulate-General of the United States,

SHANGHAI, June 15th, 1905.

Hon. James L. Rodgers, Consul General.

To the Department of State.

Subject:

Report of death.

Abstract of Contents.

Transmitting Form #192 showing the death of Henry H. Cunningham.

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CONSULAR BUREAU
NOTED AND PUBLISHED

No. 9.

Consulate-General of the United States,

SHANGHAI, June 15th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith Form No. 192 (in duplicate) showing the death of Henry H. Cunningham.

I am, Sir,

Your obedient servant,

Jas. L. Rodgers

CONSUL GENERAL, U.S.A.

Y.W.

Enclosure: Form No. 192.

CONSULAR BUREAU
NOTED AND PUBLISHED

(Form No. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.

SHANGHAI, June 13th 1905

Name: Henry H Cunningham

Native or naturalized: Native

Date of death: June 10th

Place of death: General Hospital, Shanghai

Cause of death: Myocarditis & Brights Disease.

Disposition of remains: Buried at Pah Sen Jao Cemartery

Local law as to disinterring remains in case it is desired to bring them home:

None

Disposition of effects: Estate being probated in Consular Court

Address of family: Brother E. S. Cunningham, Washington D.C.

Family notified: Yes

Accompanied by relatives: No

This information, inventory, accounts, etc., recorded in Miscellaneous Record Book, page 434

Remarks:

Jas L Rodgers
Consul General of the United States.

[SEAL.]

A'

File.

Ack & file

INDEX BUREAU RECD JUL 15 '05 DEPT OF STATE

CONSULAR BUREAU JUL 19 1905 DEPARTMENT OF STATE

CHIEF CLERK, JUL 19 1905 Department of State.

No. 10.

Consulate-General of the United States,

Shanghai, China, June 15th, 1905.

Mr. James L Rodgers, Consul-General,

To the Department of State.

Acknd by

letter.

Subject:

Final account of estate

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Abstract of Contents.

Transmitting final report of estate of Sarah Kerr, deceased.

No. 10

Consulate-General of the United States,

Shanghai, China, June 15th, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to enclose herewith a statement of the estate of Sarah Kerr, deceased. I have this day mailed to her father, John W Kerr of monclova, Ohio, a money order for ninty four dollars and fifty three cents, gold, being the amount on hand after paying funeral expenses, debts and Consular fees.

I have the honor to be, sir,

Your obedient servant

Jas. L. Rodgers

Consul-General

AMERICAN CONSULAR SERVICE.

The American Consulate-General, Shanghai,

in account with

the Estate of Sarah Kerr, deceased.

Shanghai, China, June 15th., 1905.

To amount of money on hand at death --	$228.60	
" " " in Savings Bank	174.05	
" received from sale of bicycle	21.10	
		$423.95

By funeral expenses	$205.25	
Weeks & Co	5.85	
Consular fees	10.74	
money order for $94.83, gold,	204.10	
		$423.95

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No. 11.

Consulate-General of the United States,

Shanghai, June 17th , 1905.

Mr. James L. Rodgers, Consul General.

To the Department of State.

Subject:

Confirmation of telegram.

Abstract of Contents.

Confirming Dept's telegram ordering Mr. Kidder to take charge of Nanking Consulate for a week and then return home.

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JUL 20 1905
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No. 11.

Consulate-General of the United States,

SHANGHAI, CHINA, June 17th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm the Department's telegram of this date as follows:

"American Consul, Shanghai.
"Direct Kidder when recovered to take
"charge Nanking for one week and then to
"deliver Consulate to Vice and return to home.
"Peirce."

I beg to report that Mr. Kidder is now in a normal condition and will be able to carry out the Department's instructions early next week.

I have the honor to be,

Sir,

Your obedient servant,

Jas L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

Filed.

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No. 12

Consulate-General of the United States,

Shanghai, June 16th, 1905.

Mr. James L Rodgers, Esq.

To the Department of State.

CHIEF CLERK,
JUL 19 1905
Department of State.

Subject:

Death of Charles C Williams.

Inc # 666 Apr 22, 1905 - for Shanghai.

Abstract of Contents.

Information concerning reports of Death.

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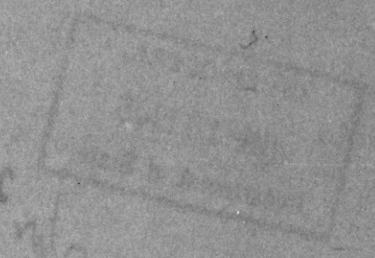

No. 12

Consulate-General of the United States,

Shanghai, China, June 16th, 1905.

Honorable Francis B Loomis

Assistant Secretary of State,

Washington, D. C.

Sir:

In reply to your communication No.442, Consular, dated May 5th., 1905, regarding information concerning the death of Charles C Williams at Shanghai, I beg to state that full reports together with affidavits of doctors, etc., were forwarded to the Department of State on April 22nd.

I have the honor to be, sir,

Your obedient servant

Jas L. Rodgers

Consul-General.

Fr Mr Gill, May 3.

DIVISION OF APPOINTMENTS
JUL 19 1905
Department of State.

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Mr Dean

No. 13

Consulate-General of the United States,

Shanghai, China, June 16th 1905.

CHIEF CLERK,
JUL 19 1905
Department of State.

Hon. James L Rodgers,

To the Department of State.

Subject:

Bond of Chas.A.Engelbracht
Marshal of Consular Court.

Abstract of Contents.

Transmitting bond corrected.

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No. 13

Consulate-General of the United States,

Shanghai, China, June 16th, 1905.

Honorable Francis B Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to transmit herewith the bond of Charles A. Engelbracht, Marshal of the Consular Court, corrected as requested.

I have the honor to be, sir,

Your obedient servant

Jas. L. Rodgers

Consul-General.

CONSULAR BUREAU.

3rd ASST. SECRETARY.
JUN 22 1905

TELEGRAM RECEIVED IN CIPHER.

From SHANGHAI,

Received June 22, 1905,

9:15 a. m.

Secretary of State,

Washington.

ASKOLD large cruiser; BODRY torpedo destroyer; GROSVOI torpedo; MANDJOUR gunboat; CURONIA, LIVONIA, colliers; VLADMIR, YAROSLAV, VORONEZ, volunteer steamers; KOREA transport; SVER mine laying tug; METEOR water tank. Total tonnage about thirty-one thousand. KOSTROMA, hospital ship, is about to proceed to Odessa.

ROGERS.

DEPARTMENT OF STATE
JUN 22 9 56 AM 1905
CHIEF CLERK'S OFFICE

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JUN 27 1905
FILED

Deciphered by the Chief Clerk's Office, June 22, 1905. 10 o'clock a. m.

Conf.

ASSISTANT SECRET
AUG 10 1905

AMERICAN CONSULAR SERVICE.

SHANGHAI, June 17th 1905.

CHIEF CLERK,
AUG 10 1905
Department of State.

Hon. Francis B. Loomis,
Assistant Secretary of State,
Washington, D. C.

[redacted]

Second to tell you privately about the Consulate-- I mean the building. It is a wretched place. The Jail is a disgrace to a civilized nation, the post office the same and the Consular quarters about as bad. The location (behind a lot of warehouses) should be changed and it cannot be done too soon. Land values in Shanghai are increasing tremendously, vacant buildings cannot be had and choice building sites command very high prices. There is just one location the American Consulate, Court, and post office should have, and that is the Astor House Garden, the most prominent place in the American Concession. Davidson wrote the Department about this land, sent a sketch etc, and received a reply saying it would be referred to

Congress.

Congress. This is the only available place and it is the one the United States should own. Ten years from now the land will be of double value and in the opinion of the best informed the price asked for it now (about $133000 gold) is reasonable. It is next the German Consulate and after that comes Japan. England is just across Soochow Creek. Unless some change is made, sooner or later the American Consulate will have to go upon an even worse back street still further away from the river front. The present building is out of the way, in a ruinous condition, and as a place for a jail and post office simply impossible.

I had a Building and Investment Co. give me figures on a Consulate building to be erected upon a site the next best after the Astor House Garden, and after showing me the plans of a rather modest structure they asked $10000 gold a year rent and stipulated for a twenty year lease. Of course it was out of the question from every standpoint. Our present rent is only 2400 gold.

I cannot urge too strongly the necessity for some quick permanent action. Shanghai is becoming the first city in Asia and we are suffering by comparison to say nothing of the character of our place from the

point

point of view of utility, fitness etc. For instance the new German postoffice is the handsomest building in the city.

I write all this simply for your personal information. Some one should put the matter before Congress in the strongest possible lightly photographs, plates, comparative statistics and all that. I would give a good deal to be able to show the cause as it is. But I do not just see how I can do so. My family propose coming out in September and I have only been here a short time. Yet some one should most certainly get the thing started. When does Congress meet, and what do you think about making an effort to get a decent place before it is too late? I will admit that I am intensely interested in the subject both officially and as an American .

Please think it over and advise. If you think it worth while for me to consider applying for leave in the Autumn to go to Washington to present all the facts about the present establishment and future needs, will you not cable me on receipt of this so I can stop my family. I do not suggest this because I want to go home, for that is not the fact. I like Shanghai very much

and

and am contented. But I do not want to see the only chance for the proper thing go without an effort on my part beyond a report. So as I have asked please consider this and wire if you think best.

I may say in addition that I cannot and will not live at the Consulate. It's not a fit place for women and children. With one exception I will be the only Consular representative not housed by his Government and under present Shanghai rents that means a great deal.

Davidson is ill at the hospital. I am afraid it is typhoid. He is a fine fellow and would make a splendid man in such a place as you suggested last winter, a commercial attache.

Sorry I could not give you more news about the naval battle. Japan did the thing up too thoroughly. Had it been otherwise we would have had a situation on our hands here.

Please present my respects to Mrs. Loomis and theboy. With every good wish for you all.

Cordially yours,

J. C. Rodgers

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No. 14.

Consulate-General of the United States,

SHANGHAI, June 23rd 1905 , 190 .

Mr. James L. Rodgers, Consul General.

To the Department of State.

Subject:

Confirmation of telegrams.

Abstract of Contents.

Confirms Department's cable requesting name & class of every Russian vessel interned. Also confirms Consul Rodgers' cable reporting same.

CHIEF CLERK,
JUL 20 1905
Department of State.

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FILED

No. 14

Consulate-General of the United States,

SHANGHAI, CHINA, June 23rd, 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to confirm the Department's telegram of June 22nd and my reply of the same date, as follows:

Washington, June 22nd 1905.
"American Consul, Shanghai.
"Cable name and class of every Russian "vessel interned. (Sgd) Peirce."

Shanghai, June 22nd 1905.
"Secretary of State, Washington.
"Askold, large cruiser; Bodry, torpedo "destroyer; Grosvoi, torpedo; Mandjour, gunboat; "Curonia, Livonia, Colliers; Vladmir, Yaroslav, "Voronez, Volunteer steamers; Korea, transport; "Sver, Mine laying tug; Meteor, water tank, total "tonnage about thirty one thousand. Kostroma, Hospital ship is about to proceed to Odessa. "(Sgd) Rodgers."

I am, Sir,

Your obedient servant,

Lay L. Rodgers

AMERICAN CONSUL GENERAL.

Y.W.

CONSULAR BUREAU
JUL 20 1905
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2ND ASST SECRETARY

CONSULAR BUREAU
Ack. Very sorry - Glad he is getting better.

No. 15.

Consulate-General of the United States,

SHANGHAI, CHINA, June 24th, 1905.

Mr. James L. Rodgers, Consul General.

To the Department of State.

Encl.
Recd July 4 H/05.

Subject:

Mr. Davidson's sickness.

Abstract of Contents.

Informs the Department that Mr. Davidson has an attack of typhoid fever and is now in Victoria Nursing Home. His condition is improving and he will probably be well by early July.

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CHIEF CLERK,
JUL 20 1905
Department of State

No. 15.

Consulate-General of the United States,

SHANGHAI, CHINA, June 24th , 1905.

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to advise you that Mr. James W. Davidson, formerly Vice Consul General in Charge of this Consulate, was on the 16th inst. taken ill with typhoid fever and was removed to the Victoria Nursing Home, Shanghai, where he is being attended by Dr. S. A. Ransom, U. S. Marine Hospital Service. I am happy to state that at this date Mr. Davidson is approaching recovery and under a continuance of the present favorable condition will probably be well by early July.

I have the honor to be,

Sir,

Your obedient servant,

Geo L. Rodgers

CONSUL GENERAL, U. S.A.

Y.W.

CONSULAR BUREAU
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DEPARTMENT of STATE

No. 16.

Consulate-General of the United States,

SHANGHAI, CHINA, June 29th , 1905.

Mr. James L. Rodgers, Consul General.

To the Department of State.

CHIEF CLERK.
AUG - 3 1905
Department of State.

Subject: Transportation of American destitute seamen to the U.S. on U. S. Army transports.

Abstract of Contents.

Enclosing copies of correspondence between Con. Gen. Rodgers and Col. Clem on the above subject. Respectfully requesting the War Dept. to grant general authority.

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No. 16.

Consulate-General of the United States,

SHANGHAI, CHINA, June 29th , 1905 .

Honorable Francis B. Loomis,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to state that some weeks ago, I applied to the Chief Quartermaster, United States Army at Manila, for permission to send destitute seamen home on transports from Nagasaki, Japan. The correspondence attached explains the whole matter. I respectfully represent the advisability of urging the War Department to grant general authority in this matter, as it will mean economy and great convenience to such a port as Shanghai, where the rate of passage usually demanded on steamers is $100.00 gold and where it is hard to secure accomodations on sailing ships.

I have the honor to be,

Sir,

Your obedient servant,

Jas. L. Rodgers

CONSUL GENERAL,U.S.A.

Y.W.

Enclsoures: as above stated.

I have the honor to advise that more than
ten days elapsed between the date of my
departure from or transfer from Liverpool, Japan,
and the corresponding station in the whole matter.
I respectfully request the favorable consideration
of the Department to grant me the additional authority
this matter. As it will also necessary for me
to send a part of Shanghai, where the sum
of postage usually amounts to otherwise is $200.00
gold and where it is hard to secure accommodations
on sailing ships.

I have the honor to be,

Sir,

Your obedient servant,

(COPY)

#39.

AMERICAN CONSULATE GENERAL.

SHANGHAI, June 5th 1905.

Col. Jno. L. Clem,

A. Q. M. G.

Chief Quarter Master, U. S. A.,

MANIL, P? I.

Sir:-

Will you kindly advise me whether an arrangement could be made by which destitute seamen can be sent from Nagasaki to San Francisco by the Army transports? From time to time such seamen come upon this Consulate Gen'l for relief, and as the law requires me to afford them relief such as board and lodging and transportation to the United States at Government expense, it naturally occurs to me that it would be economy if such an arrangement could be made. Very few American sailing vessels come to this Port and the cheapest passage from here to San Francisco by the regular steamers is $100. gold. It would certainly be a great saving to the Government if I could send them on the transports. An arrangement could be made by which the Treasury Department could refund the War Department their cost of subsistence during the voyage from Nagasaki to San Francisco, if such should be necessary.

If you can advise me in time I should like to send five or six destitute seamen by the next transport from Nagasaki, and I should like very much to have a list of the probable dates of sailing of the transports from said place.

I am, Sir,

Your obedient servant,

(Sgd) JAMES L. RODGERS,

American Consul General.

(C O P Y)

MANILA, June 28th 1905.

CONSUL RODGERS, SHANGHAI.

BUFORD SAILING NAGASAKI JULY TWENTYSECOND, WILL TAKE SIX DESTITUTE AMERICAN SEAMEN IF AMERICAN CITIZENS. LETTER FORWARDED WASHINGTON RECOMMENDING GENERAL AUTHORITY. (SIGNED) CLEM.